Wauwatosa, WI

Government Affairs Committee

Meeting Agenda - Final

7725 W. North Avenue
Wauwatosa, WI 53213

Tuesday, March 12, 2024 **6:00 PM** **Council Chambers and Zoom: https://servetosa.zoom.us/j/82923188685, Meeting ID: 829 2318 8685**

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.	Application for appointment of successor Agent, Kristin Hanson, for Walgreen Company, d/b/a Walgreens #03578, 2275 N Mayfair Road	**24-0354**
2.	Consideration of application for a new Class "B" Beer and "Class C" Wine license by Scatback LLC, d/b/a Pipsqueak Wine, 6410 W North Avenue, Jonathan Blechman - Agent, for the period ending June 30, 2024	**24-0360**
3.	Application for Special Event Permit - Applicant: Beth Gleesing, Wauwatosa Tourism Commission; Event Name: Art64; Location: Village of Wauwatosa; Date/Time: June 7, 2024 5-8 PM, June 8, 2024 10-5 PM, rain date June 9, 2024	**24-0363**
4.	Consideration of approval of a letter of support for the City of Milwaukee's application for funding under the 2024 EPA Climate Pollution Reduction Grant to implement projects that reduce Greenhouse Gas Emissions as part of a coalition of municipalities and jurisdictions in the Milwaukee-Waukesha, WI Metropolitan Area	**24-0374**
5.	Consideration of the implementation of a modified compensation plan for non-represented employees	**24-0364**
6.	Consideration of Intergovernmental Agreement for Fire/EMS Supportive Services for the 2024 Republican National Convention	**24-0358**
7.	Staff updates regarding current legislative items of interest to the City of Wauwatosa	**24-0333**

8. Consideration of ratification of 2022-2025 Collective Bargaining Agreement between the City of Wauwatosa and the Wauwatosa Peace Officers Association **24-0375**

The Committee may convene into closed session regarding this item pursuant to Wis. Stat. §19.85 (1)(e), to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and/or Wis. Stat. §19.85 (1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.. The Committee may reconvene into open session to consider the balance of the agenda.

ADJOURNMENT

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

File #: 24-0354 **Agenda Date:** 3/12/2024 **Agenda #:** 1.

Application for appointment of successor Agent, Kristin Hanson, for Walgreen Company, d/b/a Walgreens #03578, 2275 N Mayfair Road

Submitted by:
Steven Braatz
Department:
City Clerk

A. Issue

Walgreen Company has appointed a new agent for the "Class A" Combination Beer/Liquor License for Walgreens #03578, 2275 N Mayfair Road.

B. Qualifications

A criminal background check was conducted. There were no violations that were substantially related to licensing activities and/or no habitual offences. The Agent met all other qualifications.

C. Recommendation

If acceptable, recommend the Common Council approve the application for appointment of successor Agent, Kristin Hanson, for Walgreen Company, d/b/a Walgreens #03578, 2275 N Mayfair Road

Walgreens

Walgreen Co.
Corporate Offices
300 Wilmot Rd. MS#3215
Deerfield, IL 60015
www.walgreens.com

Feb 28, 2024

Received by
MAR 01 2024
City Clerk's Office

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

RE: Change of Designated Agent for Store Liquor License No 0913

Location: Walgreens #03578
2275 N MAYFAIR RD
WAUWATOSA , WI 53226

To Whom It May Concern:

Please change the Walgreens Co. Store #03578 Designated Agent to Kristin Hanson for its Liquor License.

Please find the enclosed:

- Appointment of Successor Agent
- Auxiliary Questionnaire
- Completed Responsible Beverage Course
- $25 check for processing fees

Upon issuance of the new Designated Agent License, please email electronic version to Walgreens Corporate Office at frances.gomez.valentino@walgreens.com

Please mail the original to the Walgreens Store at the address above.

If you have any questions, please do not hesitate to contact me.

Thank you for your attention to this very important matter.

Sincerely,

Frances Valentino
Walgreens Corporate Headquarters
License Administration
847-315-89-29
frances.gomez.valentino@walgreens.com

Form **AT-200**

Appointment of Successor Agent – Retail Licenses

Submit this form to your licensing authority with a $10 processing fee.

If there is a change in agent, each club, corporation, or limited liability company that holds a retail license to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent and have the appointment approved by the licensing authority pursuant to sec. 125.04(6), Wis. Stats. The following questions must be answered by the agent, and the appointment must be signed by an officer of the corporation/organization or one member of the limited liability company (only one signature is required).

Section 1: Licensee Information and Acknowledgement

Licensee Name

Walgreen Co dba Walgreens #03578

Reason for Cancellation of Appointed Agent

New Agent

The undersigned appoints Kristin Hanson as agent in accordance with sec. 125.04(6), Wis. Stats.

Brian Brown — *Signature of President / Member*

2/28/24 — *Date*

Section 2: Agent Information and Acknowledgement

Agent Name

Kristin Hanson

Mailing Address	City or Post Office	State	Zip Code
[redacted]	[redacted]		[redacted]

Agent Questions	Yes	No
1. Are you of legal drinking age?	☒	☐
2. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent?	☒	☐
3. Have you ever been convicted of a federal law violation?	☐	☒
4. Have you ever been convicted of a state law violation?	☐	☒
5. Have you ever been convicted of a local ordinance violation?	☐	☒
6. Have you completed the required responsible beverage server training course per sec. 125.04(5)(a)5, Wis. Stats.?	☒	☐

UNDER PENALTY OF LAW, I declare that my answers above are true and correct to the best of my knowledge and belief.

I hereby accept appointment as agent for Walgreens #3578 and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Kristin Hanson — *Signature of Agent*

2/26/24 — *Date*

Section 3: Licensing Authority Approval

Municipality Name

Signature of Official

Date

Title of Official

Auxiliary Questionnaire
Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name *(please print)* *(last name)*	*(first name)*	*(middle name)*	
Hanson	Kristin	Rose	
Home Address *(street/route)*	Post Office	City	State / Zip Code
[redacted]		[redacted]	
Home Phone Number	Age	Date of Birth	Place of Birth
[redacted]		[redacted]	

The *above named individual* provides the following information as a person who is *(check one)*:

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ Manager/Agent of Walgreens
(Officer / Director / Member / Manager / Agent) *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

which is making application for an alcohol beverage license.

The *above named individual* provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 43yrs
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ..... ☐ Yes ☒ No
   If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ..... ☐ Yes ☒ No
   If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ..... ☐ Yes ☒ No
   If yes, identify.
   (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ..... ☐ Yes ☒ No
   If yes, identify.
   (Name of Wholesale Licensee or Permittee) *(Address By City and County)*
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Walgreens	200 Wilmot Rd Deerfield IL	1997	current
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Kristin Hanson
(Signature of Named Individual)

2

Congratulations!

You have successfully completed the ServSafe Alcohol® Responsible Alcohol Service Training and Certificate Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Sincerely,

Sherman Brown

ID # 24901354
CARD # 25239289

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

KRISTIN HANSON
NAME

2/25/2024
DATE OF EXAMINATION

Card expires two years from the date of examination. Local laws apply
Complies with WI State Stats. s.125.04(5)(a)5 & s.123.17(6) & s.134.66

This certificate confirms completion of the **ServSafe Alcohol®** responsible alcohol service program.

Sherman Brown
Senior Vice President, National Restaurant Association Solutions

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ServSafe.com

ServiceCenter@restaurant.org
800.765.2122, ext. 6703

NATIONAL RESTAURANT ASSOCIATION

233 S. Wacker Drive,
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 in the Chicago area
ServSafe.com

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Recycled Paper

File #: 24-0360 **Agenda Date:** 3/12/2024 **Agenda #:** 2.

Consideration of application for a new Class "B" Beer and "Class C" Wine license by Scatback LLC, d/b/a Pipsqueak Wine, 6410 W North Avenue, Jonathan Blechman - Agent, for the period ending June 30, 2024

Submitted by:
Steven Braatz
Department:
City Clerk

A. Issue

Jonathan Blechman, Scatback LLC d/b/a Pipsqueak Wine, has submitted an application for a new retail Class "B" Beer and "Class C" Wine license for a wine shop and wine bar located at 6410 W North Avenue.

B. Background/Options

The Common Council approved a Conditional Use Permit for Scatback LLC to operate a wine shop and wine bar at 6410 W North Avenue during its meeting on February 20, 2024. The next step for Scatback LLC is to obtain the appropriate retail alcohol license. A background check was conducted on the Agent, Jonathan Blechman on March 4, 2024 and no violations substantially related to licensing activities were found.

Scatback LLC has completed all of the necessary forms, which are included in the agenda packet.

C. Department Reviews

Police: No issues
Fire: No issues
Health: No concerns
Finance: No issues

D. Recommendation

The Common Council grant a new Class "B" Beer and "Class C" Wine license to Scatback LLC, d/b/a Pipsqueak Wine, 6410 W North Avenue, Jonathan Blechman - Agent, for the licensing period ending June 30, 2024

Tab through, use mouse, spacebar or Enter to check applicable boxes.

Save Print Clear

FOR CLERKS ONLY
Municipality
License Period

Form **AT-106**

Original Alcohol Beverage License Application

License(s) Requested

- ☐ Class "A" Beer . . . . . $_____
- ☑ Class "B" Beer $33.34
- ☑ "Class C" Wine $33.34
- ☐ Reserve "Class B" Liquor $_____
- ☐ "Class A" Liquor . . . . . $_____
- ☐ "Class B" Liquor . . . . . $_____
- ☐ "Class A" Liquor (Cider Only) $_____
- ☐ "Class B" (Wine Only) Winery $_____

License Fees	$66.68
Publication Fee	$8.00
Background Check	$30.00
Total Fees	$104.68

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)
Scatback LLC

2. Trade Name or DBA
Pipsqueak Wine

3. Premises Address
6410 W North Ave

4. County	5. Municipality	6. Aldermanic District
Milwaukee	Wauwatosa	1

7. Mailing Address (if different from premises address)

8. FEIN	9. Wisconsin Seller's Permit Number
93-4940243	456103159239304
10. Premises Phone	11. Premises Email
	pipsqueakwine@gmail.com

12. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.

6410 W North Ave is a 880 sq. foot building with a south facing entrance. Upon entering there are 4 shelves approx. 8 ft long and 6" deep for wine storage and display. To either side of the door there are counters in the windows, each of those will have two barstools and will be available for consumption of wine by the glass, beer and wine by the bottle.
In front of the shelves is a table approx 7' long and 3' deep that will also display wine for sale. Underneath the table will be used for wine storage.

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate . . . . . ☑ Yes ☐ No

2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? . . . . . ☐ Yes ☑ No
If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only

1. State of Registration	2. Date of Registration
Wisconsin	11/l10/23

3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors . . . . . ☐ Yes ☑ No

Name of Parent Company	FEIN of Parent Company

4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☐ No
If yes, please explain using the space below. Attach additional sheets if necessary.

5. Agent's Last Name	Agent's First Name	Phone
Blechman	Jonathan	9175923073

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
Blechman	Jonathan	Partner	[redacted]
Mitchell	Heather	Partner	

Part E: Attestation

Who must sign this application?

• sole proprietor • one general partner of a partnership • one corporate officer • one managing 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.

Signature	Date
[signature]	3/2/2024

Name (Last, First, M.I.)
Blechman, Jonathan M

Title	Email	Phone
Partner	[redacted]	

Part F: For Clerk Use Only

Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

AT-106 Part A 13 continued.

Just off the south wall will be the Retail Counter, it is approx. 6’ wide with shelves under the counter that will hold wines. This is the counter where retail wine transactions will be conducted.
To the West of the Retail Counter is a display refrigerator with a single glass door and a size of twelve cubic ft. This is used for sales and storage of wine.
The bar will be on the East side of the building. On the East wall will be 3 shelves approx. 6 feet for the display of our wines by the glass. The bar will have a 4 foot refrigerator under the south end and that will be used to store wine and beer for by the glass service.
There is a small basement in the North end of the building. This will house a filing cabinet for invoices as well as a metro shelf that may at times be used for beer and wine storage.

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☑ City of Wauwatosa County of Milwaukee

The undersigned duly authorized officer/member/manager of Scatback LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Pipsqueak Wine
(Trade Name)

located at 6410 W North Ave Wauwatosa Wi 53213

appoints Jonathan Blechman [redacted]

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☑ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☑ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? [redacted]

Place of residence last year [redacted]

For: Scatback LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.

ACCEPTANCE BY AGENT

I, Jonathan Blechman , hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[signature] 02/03/2024 *(Date)*

[redacted]
(Home Address of Agent)

Agent's age [redacted]

Date of birth [redacted]

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ *(Date)* by _____ *(Signature of Proper Local Official)* Title _____ *(Town Chair, Village President, Police Chief)*

Date
02/27/24

Form
AT-103

Alcohol Beverage License Application Supplemental Questionnaire

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

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

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

Part A: Premises/Business Information

1. Registered Entity Name (or individual name if sole proprietor)
Scatback LLC

2. Trade Name or DBA
Pipsqueak Wine

3. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Name (Last, First, M.I.)
Jonathan Blechman

2. Relationship to Registered Entity (Title)
Partner

3. Email [redacted]

4. Phone [redacted]

5. Home Address [redacted]

6. City [redacted]

7. State [redacted]

8. Zip Code [redacted]

9. Date of Birth [redacted]

10. Drivers License/State ID Number [redacted]

11. Drivers License/State ID State of Issuance [redacted]

Part C: Address History

List in chronological order your last two residence addresses within the last 5 years.

Previous Address 1 [redacted]

Dates (MM/YYYY - MM/YYYY) [redacted]

Previous Address 2 [redacted]

Previous City, State, Zip [redacted]

Dates (MM/YYYY - MM/YYYY) [redacted]

Part D: Employment History

List in chronological order your last two employers within the last 5 years.

Employer's Name
Thief Wine

Employer's Address
400 N Water St

Dates Employed (MM/YYYY - MM/YYYY)
08/2021–present

Employer's Name
Eno Wine Room/Intercontinental Hotel Group

Employer's Address
505 N Michigan Ave, Chicago, IL 60611

Dates Employed (MM/YYYY - MM/YYYY)
10/2017–03/2020

Part E: Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses unrelated 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	Trial Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Trial Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated 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 F: Questions

1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2 . . . . . ☑ Yes ☐ No

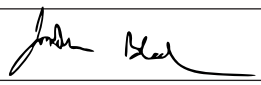
Illinois
New York

2. How long have you continuously lived in Wisconsin prior to the date of application?	Years	Months
	3	0

3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. ☐ Yes ☑ No

Part G: Attestation

READ CAREFULLY BEFORE SIGNING: 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
	02/27/20

02/27/2024

Form
AT-103

Alcohol Beverage License Application Supplemental Questionnaire

Date
02/27/24

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

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

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

Part A: Premises/Business Information

1. Registered Entity Name (or individual name if sole proprietor)
Scatback LLC

2. Trade Name or DBA
Pipsqueak Wine

3. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Name (Last, First, M.I.)
Mitchell, Heather A

2. Relationship to Registered Entity (Title)	3. Email	4. Phone
Partner	[redacted]	

5. Home Address
[redacted]

6. City	7. State	8. Zip Code	9. Date of Birth
[redacted]			

10. Drivers License/State ID Number	11. Drivers License/State ID State of Issuance
[redacted]	

Part C: Address History

List in chronological order your last two residence addresses within the last 5 years.

Previous Address 1
[redacted]

Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)
[redacted]	

Previous Address 2
[redacted]

Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)
[redacted]	

Part D: Employment History

List in chronological order your last two employers within the last 5 years.

Employer's Name
Black Sheep MKE

Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)
216 S 2nd St, Milwaukee, WI 53204	11/2022–present

Employer's Name
Sal's Trattoria

Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)
2834 N Southport Ave, Chicago, IL 60657	10/2017–02/2020

Part E: Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses unrelated 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	Trial Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Trial Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated 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 F: Questions

1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2 . . . . . ☑ Yes ☐ No

Illinois New York Florida

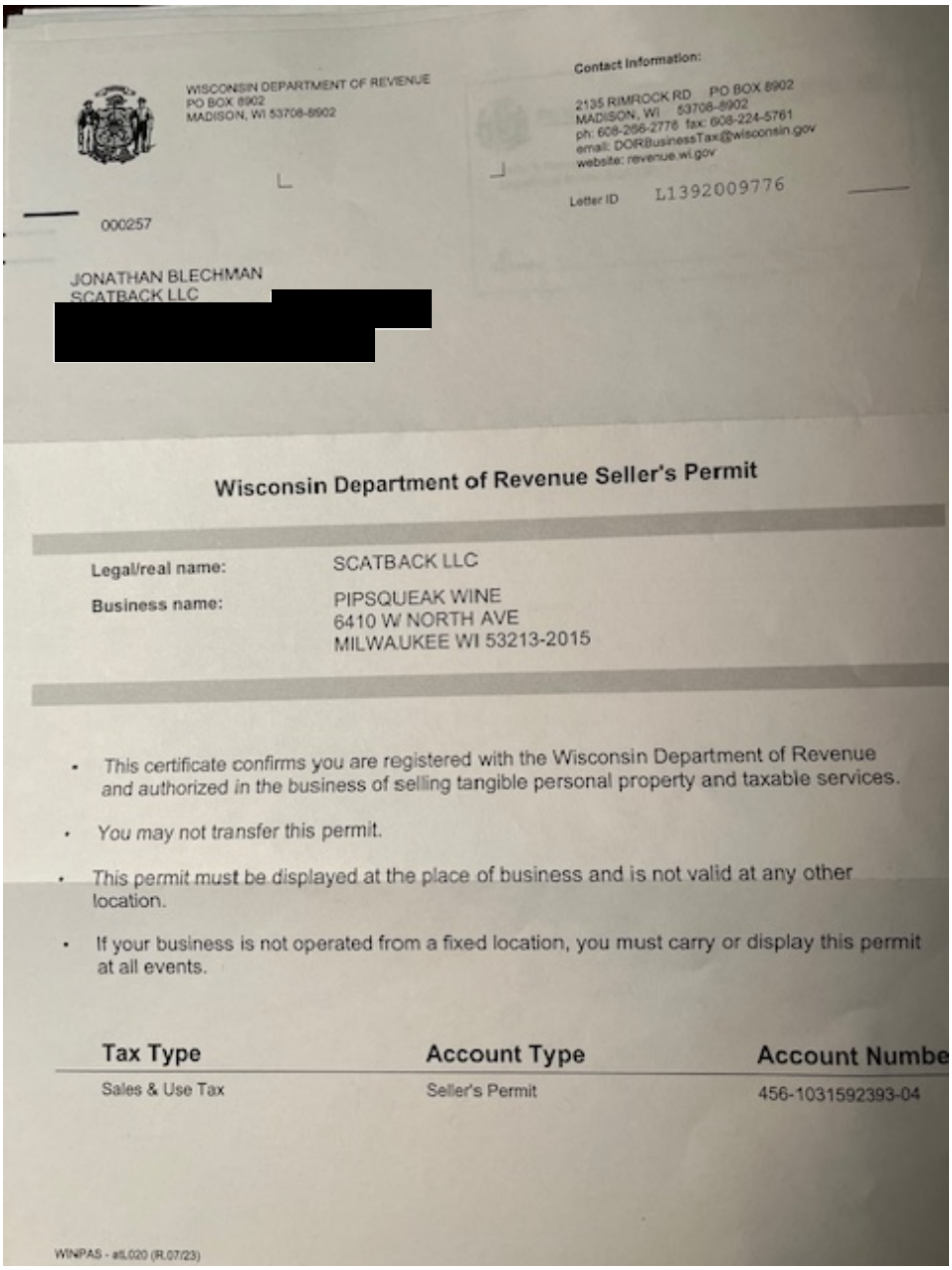
2. How long have you continuously lived in Wisconsin prior to the date of application?	Years	Months
	3	0

3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. ☐ Yes ☑ No

Part G: Attestation

READ CAREFULLY BEFORE SIGNING: 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
	03/02/2024



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

Letter ID L1392009776

000257

JONATHAN BLECHMAN
SCATBACK LLC
[redacted]

Wisconsin Department of Revenue Seller's Permit

Legal/real name: SCATBACK LLC

Business name: PIPSQUEAK WINE
6410 W NORTH AVE
MILWAUKEE WI 53213-2015

- 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.

Tax Type	Account Type	Account Numbe
Sales & Use Tax	Seller's Permit	456-1031592393-04

WINPAS - atL020 (R.07/23)

Pipsqueak Wine

Pipsqueak Wine Business Description/ Plan of Operations

Pipsqueak Wine is a cozy combination wine shop/wine bar located in the East Tosa Neighborhood of Wauwatosa at 6410 W North Ave. Pipsqueak Wine will be a neighborhood place to shop, relax, and drink. The decor will be trendy, but comfortable with an emphasis on service and ambiance. There will be an extensive selection of authentic and natural wines for either off-premise or on-premise consumption. There will also be wines by the glass and a carefully curated selection of beer.

There will not be a full sized kitchen, but there will be a small prep station behind the bar for cheese, charcuterie plates, and light snacks. The space will be separated into a larger retail space with limited seating, and a smaller, more intimate bar space with seating for 10 to accommodate both on and off premise consumption.

Hours of Operation

Monday& Tuesday CLOSED
*planning to open for business on Mondays in the near future
Wednesday 12pm-8pm (bar to open at 4pm)
Thursday 12pm-9pm (bar to open at 4pm)
Friday 12pm-9pm (bar to open at 4pm)
Saturday 11am-9pm
Sunday 11am-6pm

Staffing

Jonathan and Heather will be the primary staff during most of operating hours, with one full time and two part time employees as needed. Hiring will draw on industry connections to employ passionate and knowledgeable wine/hospitality professionals.

Ownership

Pipsqueak Wine will be owned and operated by Jonathan Blechman and Heather Mitchell.

Jonathan began his career in New York City in 2007 working as a Sommelier and manager for the Batali/Bastianich Group. He went on to manage a forty seat wine bar in New York's West Village called Lelabar. Jon served as the General Manager at this award winning wine bar for six years, until relocating to Chicago then Milwaukee. For the past two years Jon has worked as a Manager at Thief Wine in the Milwaukee Public Market.

Heather's career and interest in the wine industry began in 2004 while serving to pay her way through school. She's worked in both retail and restaurant management, as well as on the wine distribution side in New York, London, Tampa, and Chicago. Currently, she works as the Wine Director at Black Sheep. Pipsqueak Wine is a Limited Liability Company (LLC), owned and operated by Jonathan Blechman and Heather Mitchell.

Mission/Vision Statement

Our mission is to provide both locals and people from all over Milwaukee with access to a well curated selection of small production and natural wine in a beautiful setting.

Core Values

Community: Our company exists because we want to emphasize community and promote real wine and cheese from family producers. We are passionate and want to communicate and share that passion.

Sustainability: Natural and Sustainable wine from careful producers encourages biodiversity and regeneration in farms and in nature.

File #: 24-0363 **Agenda Date:** 3/12/2024 **Agenda #:** 3.

Application for Special Event Permit - Applicant: Beth Gleesing, Wauwatosa Tourism Commission; Event Name: Art64; Location: Village of Wauwatosa; Date/Time: June 7, 2024 5-8 PM, June 8, 2024 10-5 PM, rain date June 9, 2024

Submitted by:
Steven Braatz
Department:
City Clerk

A. Issue

Beth Gleesing, Wauwatosa Tourism Commission, submitted an application for a special event permit to be held on June 7-8, 2024. The event is the annual Art64 which is held at the Village of Wauwatosa.

B. Event Details

Art64 is a two-day bracket-style live performance painting tournament that takes place in the streets of the Village of Wauwatosa. Artist from around the country are selected to participate in the competition and are paired up in a head-to-head competition for a $20,000 cash prize, with visitors to the event voting on each round of the competition determining not only who advances through each round of competition, but also the final winner.

C. Department Reviews/Fees

- Police Department: Fee is for police overtime cost. Road closure at start of event will be at noon.
- Fire Department: Any tents that extend into the roads should be offset to always maintain space for one traffic lane to remain open for emergency vehicle response in life safety response.
- Public Works:
- Health Department: Inspector will contact event organizer to ensure proper food licenses are obtained by vendors.
- City Attorney: This is covered by City insurance

D. Requested Actions

If acceptable, recommend the Common Council approve the Special Event Permit Application - Applicant Beth Gleesing, Event Name: Art64; Location: Village of Wauwatosa; Date/Time: June 7, 2024 5-8 PM, June 8, 2024 10-5 PM, rain date June 9, 2024.

CITY OF WAUWATOSA
7725 West North Avenue
Wauwatosa, WI 53213
(414) 479-8917
www.wauwatosa.net

SPECIAL EVENT PERMIT APPLICATION
Fee: $150

PERMIT TO HOST A STREET FESTIVAL, RUN/WALK, PROTEST, OR PARADE

Organization Information

Name of the Organization: Wauwatosa Tourism Commission

Address: 7725 W. North Ave. **City, ST Zip:** Wauwatosa, WI 53213

Phone: 414-479-3548 **Are you a 501(c)3 organization?** ☑ Yes ☐ No

Event Contact Person: Beth Gleesing

Phone: 414-479-3548 **Email:** bgleesing@wauwatosa.net

Home Address: [redacted] **City, ST Zip:** [redacted]

Event Information

Name of Event: ART 64

Date(s) of Event: June 7 & 8 (rain date June 9)

Location of Event: Village of Wauwatosa (Harwood Ave., Underwood Ave., State St.)

Event set up time: June 7 10am-3pm **Event tear down time:** June 8 5-10pm

Event Start Time: June 7 5pm **Event End Time:** June 8 5pm

Website of Event: www.art64tosa.com

Are you interested in Advertising this Event with the City of Wauwatosa? ☐ Yes ☑ No

If yes, please visit wauwatosa.net/advertising to view policy, pricing, and more.

Will your event take place in a residential neighborhood? ☐ Yes ☑ No

You MUST attach a detailed map/sketch of your event indicating the specific location, layout of your event, the direction of the route, including all turns and the number of traffic lanes to be used.

*If you are using a City Park, you must reserve the park through the Parks Office prior to getting your special event permit approved by the Common Council. Call 414-471-8420 or email DPW@wauwatosa.net.

Generally describe your event and its purpose:

ART 64 is a two-day bracket-style live performance painting tournament that takes place in the streets of the Village of Wauwatosa. Artists from around the country are selected to participate in the competition and are paired up in a head-to-head competition for a $20,000 cash prize, with visitors to the event voting on each round of the competition determining not only who advances through each round of competition, but also the final winner.

Estimated Number of Participants: 64 Spectators: 8,000 Vendors: approx 12

Other Information

Run/Walk Routes and Fees: If event is a walk/run, choose a route. This includes police costs, barricades and up to 12 refuse or recycling containers to be placed at start/finish lines and may be moved for the event. Please note that route fees are the base price of the event and may include other fees, such as extra or special barriers for safety, extra work fees for involved city departments, extra permits or application fees, or other special circumstances.

☐ Route #1 ☐ Route #2 ☐ Route #3 ☐ Route #4 ☐ Route #5

☐ Route #6 ☐ Route #7 ☐ Route #8 ☐ Route #9 ☐ Route #10

	Will there be any alcohol served/sold at the event? If yes, liquor and bartender licenses are necessary under separate application. ☑ Yes ☐ No
	Please list the number of City of Wauwatosa licensed bartenders that will be on site: 5
Other Information (Cont'd)	Will you be selling/serving food? If yes, you will need to contact the City of Wauwatosa Health Department for proper permits ☑ Yes ☐ No
	Will merchandise be sold at the event? If yes, please ensure that all vendors have their Wisconsin Seller's Permit available upon inspection. ☑ Yes ☐ No
	Will your event need electricity? If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized. ☑ Yes ☐ No
	Will you be setting up any lighting? If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized. ☐ Yes ☑ No
	Will your event require any fencing? If yes, please provide plans for the fencing location and the gates. ☐ Yes ☑ No
	Does the event involve fireworks? If yes, you will need to obtain a fireworks permit under separate application. ☐ Yes ☑ No
	Does the event involve amplified music? ☑ Yes ☐ No If yes, will the amplified music be a: ☐ Band ☑ DJ ☑ Other solo performers Hours of Amplified Music: on and off during event hours
	Please list the number of security staff you will be providing for the event: 0
	Will you require street and/or intersection closures? If yes, the Police Department will determine the number of barricades, and the Department of Public Works will provide the costs and schedule of delivery and pickup. ☑ Yes ☐ No If yes, please list the streets and/or intersections to be closed. State Street at Harmonee and Wauwatosa Ave Underwood at Harmonee Ave Harwood at Wauwatosa Ave
	Will you be erecting any tents, canopies or other temporary structure(s)? If yes, you will need to provide a plan for their proposed locations and the Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event. ☑ Yes ☐ No
	Will you be providing portable restrooms and wash stations? ☑ Yes ☐ No If yes, how many will you provide and where will they be located? Also how will solid waste be disposed of? 2 portable restrooms will be at thecorner of Underwood and Harmonee Aves. 4 restrooms will be located in the parking lot east of The Little Read Book Store.
	Will you provide parking for participants? ☑ Yes ☐ No If yes, where will parking be available?

	Parking is available in the Blanchard Street Lot, the public lot by the Little Red Store, and the Harts Mills lot (on Friday and Saturday after the completion of the Farmers Market).
Other Information (Cont'd)	Will you provide a dumpster/clean-up services? ☑ Yes ☐ No If yes, please describe your clean-up and refuse collection plan. Public Works provides 12 garbage and 12 recycle carts. Volunteers will empty garbage cans and load into a dumpster rented for the event. Dumpster removal will happen post event when the roads re-open.
	What other assistance do you foresee needing from the City (personnel, materials, and/or equipment)? We will need assistance from police and public works to close and barricade the streets according to the event map. We look to police to determine an appropriate level of police presence for the duration of the event. Have you reviewed and do you have a copy of the City of Wauwatosa Special Events Manual as well as the City Special Events Ordinance? ☑ Yes ☐ No
Insurance Requirements	TBD ***Certificate of Insurance is required upon submittal of the application.**
Signature and Certification	☐ I hereby certify that the above information is true and correct to the best of my knowledge. I understand that failure to provide truthful, complete or correct information may lead to denial of this license. Signature: Beth Gleesing Digitally signed by Beth Gleesing DN: CN=Beth Gleesing, E=bgleesing@wauwatosa.net Reason: I am the author of this document Location: your signing location here Date: 2024.02.20 08:54:40-06'00' Foxit PDF Reader Version: 11.2.1 Date: 2/20/24

FOR OFFICE USE ONLY

TBD

Applicant's Checklist:

Application is incomplete without the completed and signed application, $150 application fee, COI, a map/sketch of the event and a parking plan. Incomplete applications will not be accepted or processed.

☐ Completed and signed application

☐ Fee – cash, check or credit card accepted. Please make check payable to the City of Wauwatosa. A small convenience fee applies to credit card payments.

☐ Site plan sketch (parades/races should include start/end points).

☐ Parking plan that accommodates the number of estimated vehicles, please note how many vehicles.

☐ Certificate of Insurance (must have a minimum liability of $1 million per occurrence and name the City of Wauwatosa and its employees as an additional insured).

☐ If the tents will be 400 sq. ft. or more, you have to file a separate Tent Permit through Fire Department

ART 64
Event Map
Parking
Food/Drink
Street Closure
Main Stage
Artist Matchup
Live Music
Table
Information Tent
W State Street
Underwood Avenue
Harwood Avenue
Root
Common
Park
Harmonee Avenue
Menomonee River
Oak Leaf Trail
N Wauwatosa Avenue
Cafe
Hollander

KIDS TENT
SHADE OASIS
CRAFT AREA
LAWN GAMES
LAWN GAMES

Custom Flag Archway

Bleeding area

Safe visible area

Keep all important graphics inside the safe visible areas

All text & strokes must be outlined

Any pixel-based artwork must be a minimum of 100dpi

Instant PROMOTION

PMS 000c

Special Events Staff Review

Departmental Review based on application
Form modified:

DEPARTMENT	PERMIT REVIEWED BY	DATE	COST TO DEPARTMENT
POLICE	James Morrill	03/07/2024	$1,194.56
FIRE	Barbara Kadrich	02/28/2024	0
PUBLIC WORKS	Jason Blasiola	03/12/2024	$644.00
HEALTH	Meg Spredemann	03/05/2024	0
ATTORNEY	Hanna Kolberg	03/01/2024	

Extra permits required (Please save in shared folder)

Yes	No
☐	☐

Department Notes:

Please save over the existing document after each department reviews and adds notes.

Police:

Per discussion with organizer, fee is for police overtime costs. Road closure at start of event will be at noon.

Fire:

Any tents that extend into the road should be offset to always maintain space for one traffic lane to remain open for emergency vehicle response in life safety response.

Public Works:

See attached for details...

Health:

Inspector will contact event organizer to ensure proper food licenses are obtained by vendors. No further follow up needed for this application from health.

Attorney:

Per AK, this is covered by City insurance.

City Clerk:

2/20/24 - received app and maps. City Event. Times are June 7, 5-8 PM; June 8, 10-5 PM. YX

The following event costs have been reviewed and approved

Tuesday, March 12, 2024

Public Works Operations Superintendent
Jason Blasiola

11:42:05 AM

Event Date	Event Name	Barricade Fee	Sign Fee	City Waste/Recycle Bin Fee	Delivery Fee	Sign Tech inspection Fee	Route Fee (Inclues DPW and PD Costs)	Tourism Total	Event Cost	Notes
6/7/2024	Art64	$26.00	$8.00	$120.00	$300.00	$0.00	$0.00	$0.00	$644.00	4 trucks x $25.00=$100.00 2 hours x $45.00=$90.00 Total=$190.00

Event Location

Tosa Village

Number of Barricades	Number of Signs	Number of Trash Bins	Number of Recycle Bins	Event Route
13	4	12	12	None

Other Unspecified Fee

$190.00

See the notes section for further explination of this fee

Barricade Fee Info:
The baricade fee is
$2.00
per barricade

Sign Fee Info:
The sign fee is
$2.00
per sign

City Waste/Recycle Bin Fee Info: The bin fee is
$5.00
per waste/recycle bin

Tourism Reimbursement Info:
Tourism Reimbursement Funds will be split evenly between barricades and waste/recycle bins

File #: 24-0374 **Agenda Date:** 3/12/2024 **Agenda #:** 4.

Consideration of approval of a letter of support for the City of Milwaukee's application for funding under the 2024 EPA Climate Pollution Reduction Grant to implement projects that reduce Greenhouse Gas Emissions as part of a coalition of municipalities and jurisdictions in the Milwaukee-Waukesha, WI Metropolitan Area

Submitted by:
David Simpson
Department
Public Works

A. Issue

The City of Wauwatosa has an opportunity to join the City of Milwaukee's grant application for funding through the EPA's Climate Pollution Reduction Grant program.

B. Background/Options

Wauwatosa continues to be a leader among local municipalities as we continue to undertake our mission to reduce greenhouse gas emissions. While we continue to make significant strides toward our goals related to municipal energy reductions and transition significant portions of our consumption to renewable sources, there is still very much to accomplish at the municipal level and community-wide.

Very recently the Mayor, members of the Sustainability Committee, and City staff have been working with SEWRPC and other local municipalities on the idea of a consortium that would help fund efforts to increase sustainable energy use in the region. Through those discussions the City of Milwaukee has agreed to be the lead agency for a grant application to the 2024 EPA Climate Pollution Reduction Grant. Under the grant proposal nearly $10,000,000 would be received over the course of five years to pay for Milwaukee Environmental Collaboration Office staff as well as three Community Environmental Sustainability Managers who would work within local municipalities. One of the Managers would work in and for the City of Wauwatosa as a City staff member but would also provide support to other local municipalities and liaison with the City of Milwaukee.

In addition to providing support staff the grant would fund three major projects:

1. More utility-scale solar to potentially bring our municipal use of non-renewable electric to zero. We would have to discuss buying into this at a later date.
2. Regional public EV charging stations
3. A Resource Center to support energy efficiency and renewable energy in commercial buildings.

There is no local match required for this grant and it aligns incredibly well with the City's Strategic Plan so I am strongly recommending that the Common Council approve and endorse the attached letter.

C. Strategic Plan (Area of Focus)

Infrastructure & Quality of Life

D. Fiscal Impact

None at this time. If the grant is awarded we would likely discuss the opportunity (but not requirement) to invest into utility scale solar. The Manager position's funding would be in place for five years and near the end of that term partnerships would be explored to potentially keep the position in place long term if desired at that time.

E. Recommendation

Approve the attached letter of support for the City of Milwaukee's application for funding under the 2024 EPA Climate Pollution Reduction Grant to implement projects that reduce Greenhouse Gas Emissions as part of a coalition of municipalities and jurisdictions in the Milwaukee-Waukesha, WI Metropolitan Area

March 8, 2024

Director Erick Shambarger
City of Milwaukee
Environmental Collaboration Office
200 E. Wells Street
Milwaukee, WI 53202

Director Shambarger,

On behalf of the City of Wauwatosa's Mayor and Common Council I'm writing to support the City of Milwaukee's application for funding under the 2024 EPA Climate Pollution Reduction Grant (CPRG) to implement projects that reduce Greenhouse Gas Emissions (GHG) as part of a coalition of municipalities and jurisdictions in the Milwaukee-Waukesha, WI Metropolitan Area. Wauwatosa was active in the CPRG Planning efforts led by the Southeastern Wisconsin Regional Planning Commission and encourages EPA to make this transformational investment of just under $10,000,000 to support implementation and major GHG reductions.

Wauwatosa has a long history fighting pollution. Our citizen advisory committee on recycling, now the Sustainability Committee, formed in the early 1970s and continues today, with a broader focus on sustainability. Since 2010 we have cut municipal emissions by 40% through building efficiency, LED street lighting, and solar arrays on our City Hall, Library, and our Public Works facility. In 2020 Wauwatosa's Common Council resolved to obtain 25% of municipal energy from renewable sources by 2025, and to achieve community-wide carbon neutrality by 2050. Support from this grant will certainly help make huge strides toward obtaining our goals.

If awarded, we anticipate signing a Memorandum of Agreement with the City of Milwaukee to be a subrecipient on this project, and we have the accounting systems in place to handle federal grants. We will use grant funding to hire one of the three Community Environmental Sustainability Manager positions in the Department of Public Works and share that staff person with other participating communities. In that role, the Community Environmental Sustainability Manager will help our community publicly act to reduce greenhouse gasses and incorporate environmental sustainability in our operations. The position will report to the Director of Public Works and advance our climate and sustainability agenda. The Manager will share time in other communities and meet regularly with the City of Milwaukee Environmental Collaboration Office to coordinate on regional projects. We will pursue other grants or local funds to endeavor to sustain this shared position beyond the period of the grant and well into the future.

Additionally, if awarded, our City will endeavor to work with We Energies to subscribe to major new investments in renewable energy through the Renewable Pathways Program. Under this proposal, the grant will pay for the

DAVID SIMPSON | Director of Public Works, City of Wauwatosa
EMAIL: dsimpson@wauwatosa.net
O: (414) 471-8422 | F: (414) 471-8469
11100 W. Walnut Rd. | Wauwatosa, WI 53226 | www.wauwatosa.net

first four years of the program. Our community would subscribe to the fifth year and possibly beyond using local funds. We will also work together on shared sustainability priorities including a regional network of EV charging stations, commercial building energy efficiency, and other strategies.

Please contact me if you need any additional information or if you have any questions

Sincerely,

David Simpson, P.E.
Director of Public Works
City of Wauwatosa

DAVID SIMPSON | Director of Public Works, City of Wauwatosa
EMAIL: dsimpson@wauwatosa.net
O: (414) 471-8422 | F: (414) 471-8469
11100 W. Walnut Rd. | Wauwatosa, WI 53226 | www.wauwatosa.net

File #: 24-0364 **Agenda Date:** 3/12/2024 **Agenda #:** 5.

Consideration of the implementation of a modified compensation plan for non-represented employees

Submitted by:
Beth Mbow
Department:
Human Resources

Background:
The City contracted with Carlson Dettmann, a professional compensation consulting firm, to conduct a compensation plan study and to objectively develop a pay range and structure based on the City's needs.

The objectives of the new compensation program are as follows:

- To develop and maintain pay structures that will enable the City to attract and retain qualified staff.
- To have a flexible compensation program that can meet current and changing economic and hiring conditions over the next several years.
- To maintain pay relationships among positions that are internally consistent in recognizing important relative differences in position responsibilities and requirements.
- To establish and maintain pay levels that will compare favorably with salaries paid by other employers in the City's employment area, for positions of similar responsibility.
- To follow the principles of equal employment opportunity (EEO), basing differentials in pay solely on qualifications, position responsibilities and meeting performance expectations without regard to non-position related attributes such as race, color, religion, sex, age, national origin, marital status or any disability which does not preclude the effective performance of position accountabilities.

Methodology
The proposed compensation plan was determined based on combining principles of objective job evaluation and accurate market measurement.

Job Evaluation
The objective job evaluation process involved the application of a Point Factor Job Evaluation System using current job documentation and leadership input**.** Job Evaluation is a systematic method of determining the internal relationships of positions within an organization. This process involves detailed analysis of a position to determine its requirements, assigned responsibilities and influence on the organization's operations. Evaluation factors are:

- Formal Preparation and Experience
- Decision Making (Impact)

- Thinking Challenges/Problem Solving
- Interactions and Communications
- Work Environment

Market Analysis

Market analysis was inclusive of compensation practices for similar positions at comparable organizations, as well as organizations in the competitive geographic market. This market analysis was completed using published private and public sector compensation surveys and sources where the market data is provided by employers matching their information to survey job descriptions, as well as, through a custom survey of other public sector organizations. The survey sources utilized through the consultant's survey library provide data that is administered on a recurring basis which ensures we can repeat the study using consistent methodology in the future.

Pay Plan Structure

To facilitate effective administration of the compensation system, a pay structure has been established for non-represented employees (employees not represented by a collective bargaining unit). The City needs to be able to compete in the current economic and employment environment where there is a challenge to find and retain qualified talent. Due to these factors, the control point or pay target was set at a blend of the 50th and 75th percentile to provide a competitive edge against those targeting the median, and the minimum of the structure was set at 90% of the control point to provide competitive starting rates.

Grade Levels

The pay structure consists of a set of levels of responsibility, or grades. A sufficient number of grades have been established to recognize important relative differences in position responsibilities and requirements, from the lowest to the highest-level position in the structure.

Assignment of positions to grades is accomplished through the evaluation of each position and the matching of certain positions to applicable employment market rates. The placement of positions to grades is consistent across exempt and non-exempt roles.

Pay Ranges

Each grade is assigned an appropriate Pay Range, based upon market pay data for the positions in that grade. The pay range control points are derived from a blend of the 50th and 75th percentile market measurement.

In the pay structure, the percentage spread from pay grade to pay grade reflect the level of increasing complexity and autonomy found within the role. In addition to this, the range width is meant to represent a reasonable range progression with steps calculated at 2% of the control point providing a pathway from the minimum to the control point. The steps reduce to 1.5% of the control point from the control point to maximum. These ten steps beyond the control point support organization tenure and recognize staff for increased experience and strong performance.

Structure Maintenance

The pay ranges (wage scales) will be adjusted each year with the budgetary COLA (cost of living adjustment) which will be recommended by City Administration during the budget cycle, based on inflation, market conditions and affordability. This is an important aspect as this scale adjustment is what will keep our pay ranges in alignment with the current market.

The salary structures will be measured against market data approximately every three years and adjusted as necessary to assure that competitive salary ranges are maintained. This process will also allow the City to respond to individual benchmark positions that may be moving in the market at a faster pace than other roles.

Fiscal Impact:

The 2024 cost of implementation, effective 6/16/24, is $172,715 (annualized cost is $345,431). We have budgeted undistributed payroll dollars for this implementation. There is no other immediate budget impact. Future year adjustments (COLA's) to the wage scales will be presented during the annual budget.

Recommendation:

1. Staff recommends adoption of the modified non-represented employee compensation plan framework:

   - Step system consisting of 20 grades, each consisting of 16 steps with the control point (100% of target market) being at step six
   - Step one starts at 90% of control point and step 16 is 116% of the control point
   - Plan structure based on a 50/75th percentile blend of our comparable market

2. Staff recommends approval to authorize City Administration to implement and manage the compensation plan for non-represented employees.

Compensation Study for Non-Represented Employees

Results of Study
Recommendations for Implementation

Introductions

- Jenna Bidwell
  - Senior Consultant
  - Carlson Dettmann Consulting
- Katherine Etta
  - Sr. HR Generalist
  - City of Wauwatosa

Employee Population

- Police Union: 77
- Fire Union: 87
- Non-represented employees: 285
  - Includes Police and Fire Supervisors

Current Compensation Plan

- Implemented in 2013
- Government work was highly sought after
- Designed with limited comparables – mainly focused on cities of our size, not many private sector comparables
- Designed to match 50th percentile of the market
- Concept of “pay for performance” implemented for the first time

What's Changed

- Job market, recruitment and the "world of work" has changed dramatically since 2013 and especially since COVID-19
- Competition is everywhere (private and public sector)
- Demographic, wants and needs of employees have changed
- The City's benefits are more aligned with private sector employer

Current Plan Challenges

- Designed to slowly move employees along over a 20 year period
- Plan starts well below market rate (*87% of target market)
- Challenges with hybrid step/performance pay structure
- Plan is confusing and hard to understand
- A comp plan at middle of the market has resulted in significant challenges in recruiting and retention of some positions; required significant policy modifications to be effective
- Due to structure and design, the plan structure* is lagging about 10% behind the market

  *overall structure is lagging behind, does not mean all positions are paid under market value.

Compensation Study Process

- Competitive RFP
- Employee Meetings
- Job Documentation (JDQ Process)
- Market Research & Benchmarking
- Plan Recommendation
- Administrative Review
- Council Approval
- Employee Communications
- Appeal Process
- 6/16/24 Implementation Goal

New Compensation Plan

- Blend of the median (50th percentile) and the 75th percentile of the market; allows us to recruit a high-performing workforce
- Plan starting (step 1) at 90% of our target market, allows us to be more competitive with room for growth
- Easier to understand, transparent policy of how increases work
- Simplified step system; rewarding high-performing and tenured employees

Comparables

Cities		Villages
Appleton	Neenah	Brown Deer
Beloit	New Berlin	Elm Grove
Brookfield	Oak Creek	Germantown
Cedarburg	Oconomowoc	Greendale
Delafield	Oshkosh	Hales Corners
Eau Claire	Pewaukee	Menomonee Falls
Fond du Lac	Racine	Shorewood
Franklin	Sheboygan	Slinger
Greenfield	South Milwaukee	Sussex
Hartford	Waukesha	Whitefish Bay
Janesville	Wausau	
Kenosha	West Allis	**Counties**
La Crosse	West Bend	Milwaukee
Manitowoc		Ozaukee
Mequon	**Regional Cities**	Waukesha
Milwaukee	Schaumberg, IL	
Muskego	Bloomington, MN	
	Eagan, MN	

Private sector comparison data is from extensive database: Bureau of Labor Statistics; CompData Benchmark Pro; Economic Research Institute; Payfactors; Payfactors Peer; and Willis Towers Watson

Plan Design Comparison

Current Plan

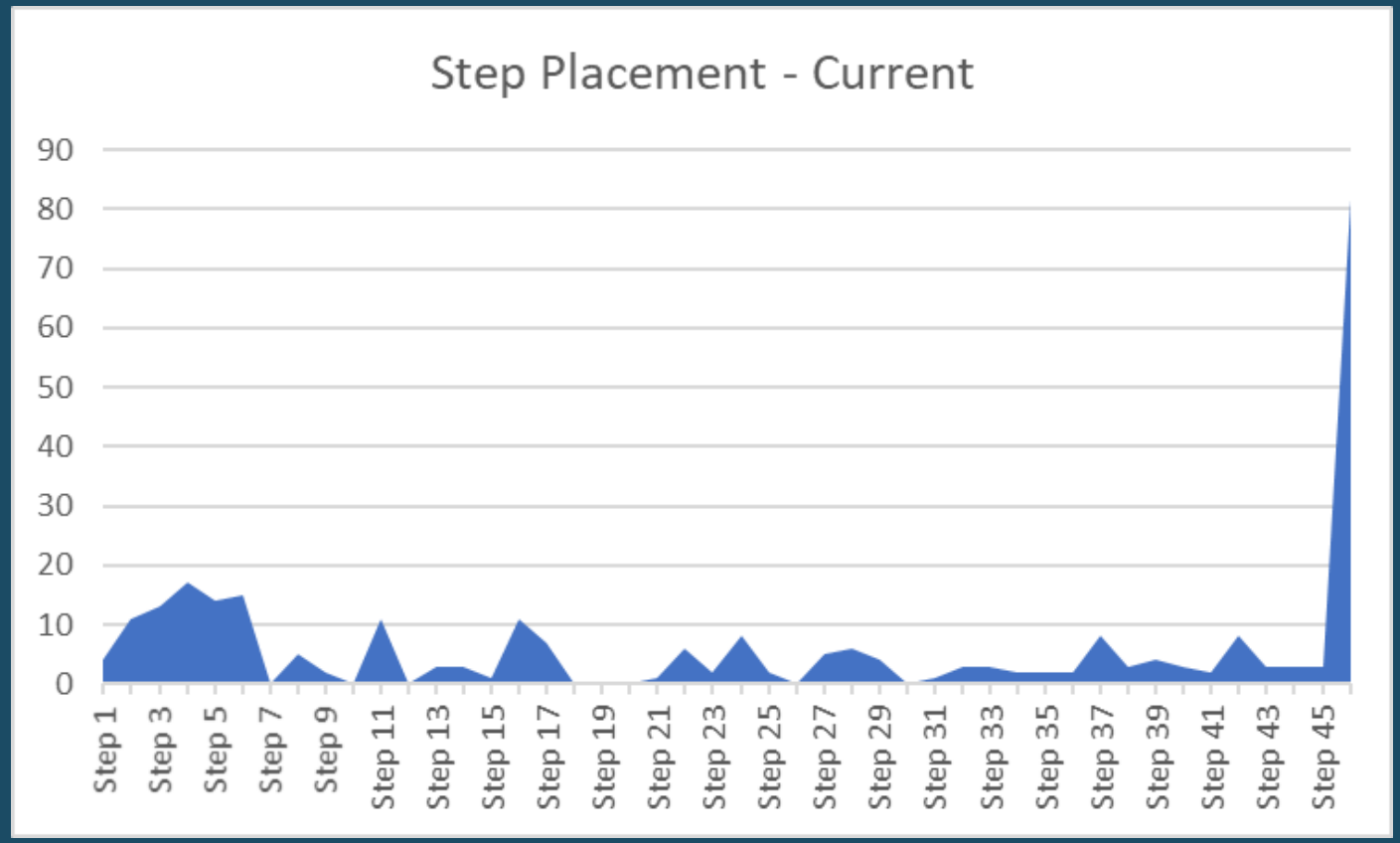
- 50th Percentile of market
- 46 steps: 1-6 control point, 7-40 “performance pay”
- Range is 87.5%-120% of target market

New Plan

- 50th/75th Percentile blend of market
- 16 steps
- Range is 90%-116% of target market

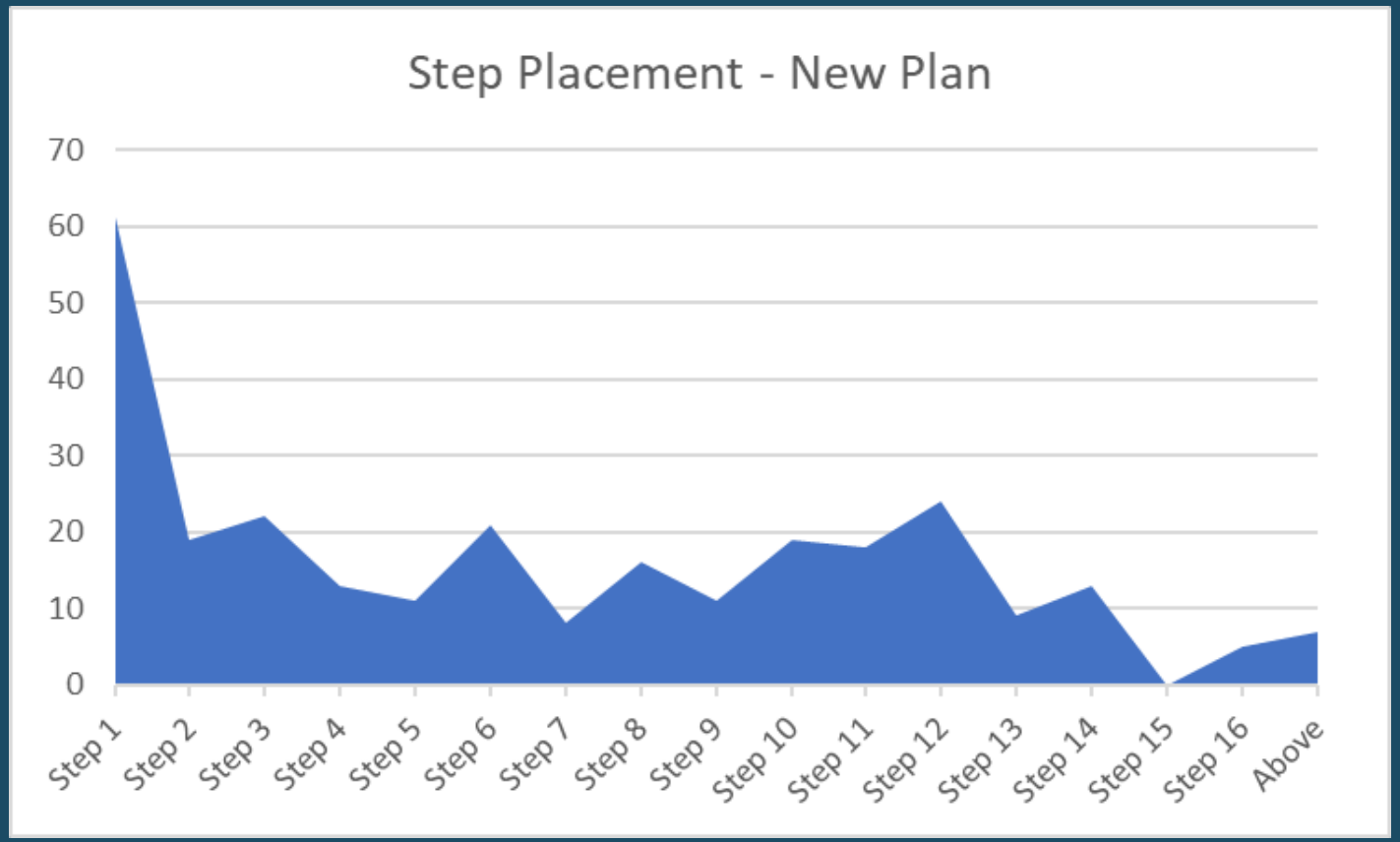
Current Plan: Employee Placement

Step	# of EE's	Percentage
Step 1	4	1%
Step 2	11	4%
Step 3	13	5%
Step 4	17	6%
Step 5	14	5%
Step 6	15	5%
Step 7	0	0%
Step 8	5	2%
Step 9	2	1%
Step 10	0	0%
Step 11	11	4%
Step 12	0	0%
Step 13	3	1%
Step 14	3	1%
Step 15	1	0%
Step 16	11	4%
Step 17	7	2%
Step 18	0	0%
Step 19	0	0%
Step 20	0	0%
Step 21	1	0%
Step 22	6	2%
Step 23	2	1%
Step 24	8	3%
Step 25	2	1%
Step 26	0	0%
Step 27	5	2%
Step 28	6	2%
Step 29	4	1%
Step 30	0	0%
Step 31	1	0%
Step 32	3	1%
Step 33	3	1%
Step 34	2	1%
Step 35	2	1%
Step 36	2	1%
Step 37	8	3%
Step 38	3	1%
Step 39	4	1%
Step 40	3	1%
Step 41	2	1%
Step 42	8	3%
Step 43	3	1%
Step 44	3	1%
Step 45	3	1%
Step 46	82	29%



New Plan: Employee Placement

Step	# of EE's	Percentage
Step 1	61	22%
Step 2	19	7%
Step 3	22	8%
Step 4	13	5%
Step 5	11	4%
Step 6	21	8%
Step 7	8	3%
Step 8	16	6%
Step 9	11	4%
Step 10	19	7%
Step 11	18	6%
Step 12	24	9%
Step 13	9	3%
Step 14	13	5%
Step 15	0	0%
Step 16	5	2%
Above	7	3%



AFFORDABILITY

SHORT-TERM

- Implementation date of 6/16/24
- Parameters:
  - Employees placed at closest step that provides an increase (nominal for most positions)
- 1st Year Implementation Cost:
  - Full Year: $345,431 (1.5% of total non-represented salary budget)
  - Half Year: $172,715

LONG-TERM

- Steps are defined
- Work to keep plan up to market through COLA's

NEW PLAN| ISSUE RESOLUTION

- DPW & TECHNICAL POSITIONS
- COMPETITIVE PLAN
- EASY TO UNDERSTAND
- PUBLIC SAFETY COMPRESSION REVIEW
- BEST PRACTICES
- EASE OF ADMINISTRATION
- TRANSPARENT AND CLEAR POLICY
- PLAN TO GROW INTO
- HIGH-PERFORMING WORKFORCE

Questions?

File #: 24-0358 **Agenda Date:** 3/12/2024 **Agenda #:** 6.

Consideration of Intergovernmental Agreement for Fire/EMS Supportive Services for the 2024 Republican National Convention

Submitted by:
James Case
Department
Fire

A. Issue

Request for approval to enter into an intergovernmental agreement with the City of Milwaukee for fire/EMS support during the 2024 Republican National Convention (RNC).

B. Background/Options

The Milwaukee Fire Department (MFD) has requested assistance to support the fire protection and emergency medical services demands of the 2024 RNC. The Wauwatosa Fire Department has agreed to provide one fire apparatus, one paramedic unit, and one chief level officer for each day during the RNC. These units will be utilized by MFD including backfilling existing fire stations or to be used within the RNC hard perimeter. This IGA outlines funding, incident command structure, and other details.

The personnel assigned to these units will be additional staffing above our normal staffing levels and will be paid at an overtime rate. Based on the language in this IGA, we will be reimbursed by the Milwaukee Fire Department for all expenses related to this staffing.

This agreement will not detract from our ability to provide fire/EMS coverage within the City of Wauwatosa or our routine shared services responses. We had previously signed a similar IGA to support the 2020 Democratic National Convention.

C. Strategic Plan (Area of Focus)

Safe Community

D. Fiscal Impact

All expenses including personnel and equipment costs will be reimbursed by the City of Milwaukee so there will be no direct fiscal impacts to the City of Wauwatosa.

E. Recommendation

Recommend approval of the attached IGA to provide fire/EMS support services to MFD during the 2024 RNC.

CONTRACT NUMBER: **See Exhibit A**
CONTRACTOR: **See Exhibit A**
COMMON COUNCIL RESOLUTION: **231078**

Distribution via DocuSign in this order:

- Contractor signatories – Signature/final copy
- Chief (Fire) – Signature/final copy
- Aaron Robinette – Initials/final copy
- Claudia Orugbani – Initials/final copy
- "Comptroller Senior Management" (see DocuSign address book) – Signature/final copy
- City Attorney (ACA Foundos) – Signature/final copy
- Andrea Fowler – final copy (no signature)

Intergovernmental Agreement for Law Enforcement Supportive Services for the 2024 Republican National Convention

I. Definitions. The following definitions apply to this Agreement.

1. **Agreement** means this Intergovernmental Contractor Agreement for Law Enforcement Supportive Services for the 2024 Republican National Convention.
2. **Assisting Personnel** means those personnel provided by Contractor to assist Milwaukee pursuant to this Agreement.
3. **Convention** means the 2024 Republican National Convention to be held in the City presently scheduled for July 15-18, 2024.
4. **In Writing** means a written communication via the official Milwaukee email account (@milwaukee.gov) of the MFD Chief, Assistant Chief(s), Deputy Chief(s), or Battalion Chief(s).
5. **MFD** means the City of Milwaukee Fire Department.
6. **Milwaukee** means the City of Milwaukee, Wisconsin.
7. **Parties** means Milwaukee and Contractor; **Party** means Milwaukee or Contractor.
8. **Security Plan** means the security plan developed for the Convention by the U.S. Secret Service, in consultation with MFD, the Milwaukee Police Department and other local, state and federal agencies.
9. **Security Grant** means the grant provided to Milwaukee by the U.S. Department of Justice and/or the U.S. Department of Homeland Security to provide security for the Convention.
10. **Contractor** means the name of the Contractor identified in Exhibit A.

II. Background.

1. Milwaukee has been chosen as the host city for the Convention. Milwaukee has various security obligations for the Convention pursuant to the Security Plan and an agreement between Milwaukee, the Convention host committee, and the Republican National Committee.
2. Milwaukee requires the assistance of non-Milwaukee fire personnel in support of its Convention security obligations.
3. Milwaukee expects to and/or has received the Security Grant to pay for costs associated with securing the Convention, including the law enforcement supportive services described in this Agreement.

III. Exhibits. Exhibits A and B are incorporated into the Agreement, and contain information and forms specific to Contractor. Contractor agrees to provide the personnel and/or equipment listed in Exhibit B, at the times as listed in Exhibit B, and with all information required of Exhibits A and B. Contractor shall submit a "Final" version of Exhibit B at the appropriate times as specified in this Agreement.

IV. Additional Terms of Agreement

1. **Authority to Execute.** The Parties each represent that they, and their signatories, possess the legal authority to enter into the Agreement and to validly and legally bind their respective Party to all terms of the Agreement.

2. **Term**. The term of the Agreement shall begin on the date of final execution of the Agreement by both Parties and shall end upon the completion of all obligations of the Agreement and participation in administrative proceedings and/or criminal and/or civil trials and/or audits by Milwaukee or Federal auditors.

3. **Amount.** Contractor shall not be paid more than the amount set forth in Exhibit B titled "Total Cost," in the section entitled "Total Request for Reimbursement" which is the estimated total cost for Contractor's performance under the Agreement. The amount may be increased or decreased only by written amendment of the Agreement or In Writing.

4. **Payment**.
   4.1 Costs Reimbursed. Contractor shall be reimbursed for costs that are all of the following, as applicable: (1) properly supported by the documentation set forth below in the section entitled "Payment Requests" and in Exhibit B; (2) included in the Agreement budget or otherwise approved In Writing; (3) for personnel time spent in an "on duty" status between the time Assisting Personnel check in with MFD and the time that they check out with MFD at the end of their shift, in accordance with duty assignments distributed by MFD, or in training assigned by MFD, and at the rate(s) provided in Exhibit B; (4) for transportation, mileage at current United States General Services Administration rates and policies as set forth in Exhibit B; and (5) for equipment at the rates set forth in Exhibit B and at market rate repair costs for any damage to such equipment.

   4.2 Costs Not Reimbursed. Irrespective of any costs set forth in the budget, Contractor shall not be paid for any of the following:

   4.2.1 Assisting Personnel's time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by MFD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment contract, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below.
   4.2.2 Costs in violation of any federal, state, or local law, regulation, or rule, or this Agreement.
   4.2.3 Costs in violation of the terms of the Security Grant award letter to Milwaukee, which shall be provided to Contractor under separate cover and which shall be incorporated into the Agreement at the time the document is provided to Contractor.
   4.2.4 Rates of pay that exceed the normal salary and benefits of Assisting Personnel.
   4.2.5 Hours worked outside those established by MFD unless pre-approved In Writing. In Writing approval may be provided retroactively if Assisting Personnel are acting on a direct command from MFD or responding to an emergency situation which, in their

professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety. In such instances, Assisting Personnel shall seek approval from Milwaukee MFD command at the earliest reasonable time.

4.2.6 Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized In Writing.

4.3 Payment Requests. Payment requests shall be submitted to Milwaukee no later than September 2, 2024, and must include the following supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Failure to include this information in a payment request may result in the denial of the payment request:

4.3.1 "Final" version of Exhibit B, and all documentation required therein.

4.3.2 If requested, copies of the relevant portion a collective bargaining agreement, employment contract, ordinance, law, requiring Assisting Personnel to be paid for travel time and overtime.

4.3.3 Such other documentation as Milwaukee may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.

4.3.4 If Contractor is budgeted to procure any items or services, it must follow the procurement rules set forth at 2 C.F.R. 200, and must maintain records and make such records available to Milwaukee upon request and must be sufficient to establish (1) the rationale for the method of purchase, (2) selection of the contract type, (3) contractor selection or rejection, and (4) the basis of the contract price (*see* 2 C.F.R. § 200.318(i)).

4.3.5 A completed W-9 form.

4.4 Timing of payments and recoupment**.**

4.4.1 Payment requests shall be reviewed in the order received. Payment is anticipated to be made within 45 days after a complete reimbursement package is received by Milwaukee. A reimbursement package is deemed to be complete after any/all requests for information made by Milwaukee to Contractor have been received and no further questions remain.

4.4.2 Final payment under the Agreement shall be predicated, at Milwaukee's option, on a final audit of Contractor's documentation by Milwaukee, state, or federal officials.

4.4.3 Contractor shall reimburse Milwaukee for any disbursed funds that Milwaukee, or local, state, or federal auditors determine have been misused or misappropriated, or for which such auditors determine were not properly supported or were not properly allocable to the Security Grant. Such reimbursement of funds shall be due upon Milwaukee's written demand to Contractor.

4.5 Risk. Reimbursements under the Agreement are conditioned upon the City's actual receipt of funds from the granting authority, and Contractor undertakes any work performed before the City's receipt of such funds at its own risk. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all City's security obligations under the Security Plan, City may terminate this Agreement.

5. **Records, Audit, and Information Requests.**

5.1 Information requested pursuant to payment requests and audit**.** Contractor shall furnish Milwaukee with such statements, records, reports, data, and information as Milwaukee may reasonably request to substantiate and/or investigate the basis of payment requests, and/or to meet the requirements of Milwaukee, local, state, or federal audits.

5.2 Federal Grant Record Retention Requirements. Contractor will retain those records required by 2 C.F.R. § 200.334 for a period of three years after it receives notice from Milwaukee that Milwaukee has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.3 Wisconsin Public Records Law. Contractor understands that City is bound by the Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq. Pursuant to Wis. Stat. § 19.36(3), City may be obligated to produce, to a third party, the records of Contractor that are "produced or collected" by Contractor under this Agreement (in this paragraph, "Records"). Contractor is further directed to Wis. Stat. § 19.21, et seq., for the statutory definition of Records subject to disclosure under this paragraph, and Contractor acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, Contractor is (1) obligated to retain Records for seven years from the date of the Record's creation, and (2) produce such Records to City if, in City's determination, City is required to produce the Records to a third party in response to a public records request. Contractor's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Contractor must defend and hold City harmless from liability due such breach. The requirements of this section are in addition to, and not in place of, the retention requirements of any other section or paragraph. This term shall survive for a period of seven years after termination or expiration of this Agreement.

6. **Security Information.** Contractor shall comply with all privilege and confidentiality requirements and procedures set forth by the U.S. Department of Homeland Security, the U.S. Secret Service or any other governmental entity. If Contractor has custody of a record (broadly construed to include paper or electronic formats) that contains details of security arrangements or investigations relevant to the Convention, Contractor shall, as soon as practical and without delay, notify Milwaukee of any request to disclose such record.

7. **Choice of Law and Venue.** The Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Contractor and Wisconsin agree that for any claim or suit or other dispute relating to the Agreement that cannot be mutually resolved, jurisdiction and venue shall be in an appropriate court of competent jurisdiction sitting in Milwaukee County, Wisconsin. Contractor agrees to submit itself to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law, except that, if another party obtains jurisdiction over Milwaukee for claims or other actions involving or related to the Agreement in a different forum or venue, Contractor agrees that it shall submit to the jurisdiction of such forum or venue.

8. **Liability.** Each Party agrees that it will be responsible for its own acts and/or omissions and those of its Assisting Personnel, officials, employees, representatives, and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.

9. **No Waiver.** Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

10. **Sam.gov profile.** Contractor is required to maintain an active profile on SAM.GOV and a Unique Entity Identification number during the term of the Agreement.

11. **Independent legal entities and employment.**

11.1 **Independent Legal Entities.** Contractor is an independent legal entity, and neither Contractor, nor Contractor's employees, or agents, or Assisting Personnel are employees of City, nor or they entitled to any fringe benefits or any other benefits to which City's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor. City and Contractor form no joint venture or legal partnership under this Agreement.

11.2 **Contractor Personnel Remain Employees of Contractor.** Contractor acknowledges and affirms that Contractor remains fully responsible for any and all obligations as the employer of its Assisting Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance, or contract. Assisting Personnel remain employees of Contractor. Contractor shall be responsible for the payment of any compensation or death benefits to Assisting Personnel who are injured or killed while providing services to City under the terms of this Agreement. City is not obligated to reimburse Contractor for those expenses under the terms of this Agreement. This paragraph does not diminish the City's reimbursement obligations set forth elsewhere in this Agreement.

12. **sNotices**. Any notices to be given under these terms and conditions unless otherwise stated shall be submitted via certified mail, return receipt requested, and shall be deemed delivered upon receipt of electronic delivery notice to the persons at the addresses identified "Contractor Contact Information" and "Milwaukee Contact Information" in Exhibit A.

13. **Remedies for noncompliance**. If Contractor fails to comply with any term of the Agreement Milwaukee may take one or more of the following actions:

13.1 Temporarily withhold reimbursement pending correction of the deficiency or breach;
13.2 Deny both use of funds and matching credit for all or part of the activity or action not in compliance;
13.3 Wholly or partially suspend the Agreement;
13.4 Withhold further reimbursement;
13.5 Terminate the Agreement;
13.6 Take other remedies that may be legally available.

14. **Termination**.

14.1 Termination by Milwaukee. Milwaukee may terminate the Agreement at any time for any reason upon written notice to Contractor. Contractor will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred as set forth in Exhibit B prior to the date of termination under the following circumstances: (1) such costs are properly documented as required in the Agreement; (2) such costs do not exceed the amount allowed under the Agreement; and (3) a report of progress to date of termination has been submitted to Milwaukee. Upon notice of termination, Contractor shall cease to incur or obligate new costs under this program. Milwaukee may terminate the Agreement without payment of costs if Contractor fails to comply with or perform any material term, condition, or obligation

contained in the Agreement, and either such breach cannot be cured or, if such breach may be cured, Contractor fails to cure such breach within seven (7) calendar days after Milwaukee provides Contractor with notice of such failure.

14.2 Termination by Contractor. Contractor may terminate the Agreement if Contractor is not able to both fulfil the terms of the Agreement and ensure the public safety of its own jurisdiction due to an emergent circumstance. Upon Contractor's termination of the Agreement, Contractor shall fully refund to Milwaukee all costs, funds, or other payments that Milwaukee may have paid to Contractor pursuant to the Agreement (if any). Contractor shall be reimbursed according to the procedures set forth in the Agreement for costs incurred during any provision of Agreement services to Milwaukee. Contractor shall provide notice of termination to Milwaukee as soon as practical upon discovery of conditions requiring the termination.

15. **Amendment**. The Agreement may be amended only by joint written agreement between the Parties.

16. **Headings**. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms.

17. **Survival**. The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

18. **Lobbying**. Contractor agrees that no federal appropriated funds have been reimbursed or will be reimbursed, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Funds provided pursuant to the Agreement may not be used to influence federal contracting or financial transactions.

19. **Debarment**. By executing the Agreement, Contractor certifies neither it, nor any of its respective principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that Contractor will not enter into any transactions with any subrecipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment using funds provided by this Agreement. Contractor agrees that it will take all steps necessary to ensure that it and its respective principals do not become debarred, suspended or proposed for debarment for federal financial assistance. If Contractor becomes disbarred, it will immediately notify Milwaukee, and such disbarment may be grounds for termination of the Agreement.

20. **Entire agreement, amendments, severability**.

20.1 Entire Agreement**.** The Agreement constitutes the entire agreement between Milwaukee and Contractor concerning its subject matter and supersedes all prior agreements, discussions, representations, warranties and covenants between them concerning the subject matter of the Agreement.

20.2 Severability**.** If any term of the Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability.

All other terms of the Agreement shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Milwaukee.

21. **Certifications and incorporation of federally required terms.** The following terms and conditions are incorporated into the Addendum:

21.1 Amendment Permitted. This list of federally required contract terms may be amended by Milwaukee in the event that the Security Grant contains additional required terms.

21.2 Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.334. Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.334 for a period of three (3) years after the Term.

21.3 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If this Agreement exceeds one hundred fifty thousand dollars ($150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency (the U.S. Department of Justice) and the Regional Office of the Environmental Protection Agency (EPA).

21.4 Energy Efficiency. Contractor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.5 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the Agreement exceeds one hundred thousand dollars ($100,000), Contractor certifies that:.

21.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

21.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from Milwaukee and provide, completed, to Milwaukee the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

21.5.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

21.5.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

21.6 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval.

21.7 Federal Government is Not a Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any party pertaining to any matter resulting from the Agreement.

21.8 Domestic preferences for procurements. Pursuant to 2 C.F.R. §200.322, as appropriate and if applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under the Agreement.

21.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not knowingly use funds under this Agreement to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 C.F.R. § 200.216. In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 C.F.R. § 200.216, during Agreement performance, Contractor shall alert Milwaukee as soon as possible and shall provide information on any measures taken to prevent recurrence.

21.10 Prohibition on confidentiality agreements. Contractor may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

21.11 All terms found in 2 C.F.R. § 200, Appendix II, if not incorporated elsewhere in this Addendum.

22. **Organizational Structure and Procedures**.

22.1 Unified Incident Command. At all times while operating under this Agreement, Assisting Personnel shall be subject to the structure of supervision, command, and control coordinated by MFD through a unified incident command structure, irrespective of the rank or job title normally held by any member of Assisting Personnel within their own agency.

22.2 Lead Local Fire Department and Assignments. MFD is the lead local law Fire Department for purposes of the Convention Security Plan. The MFD Chief, or their designee, will communicate the specific assignments for Assisting Personnel to Contractor's commanding officer. Should Contractor object to any specific assignment, it shall make an objection to MFD and MFD shall reasonably attempt to accommodate the objection. The decision of the MFD regarding the objection and the requirements of the Security Plan shall control.

22.3 Policies and Law to Apply. Assisting Personnel will abide by applicable MFD policies, the lawful commands of the MFD Chief and his designees, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, and the United States Constitution. Applicable standard operating referenced in existing shared services agreements between City and Contractor must be complied with at all times by Assisting Personnel. All other documents are available from Milwaukee upon request.

22.4 Conformance to Security Plan. All functions and duties to be performed by Assisting Personnel shall conform to the Security Plan, as relayed by the MFD Chief and his designees.

23. **Assisting Personnel and Responsibilities**.

23.1 Assisting Personnel to Participate in Training. Upon reasonable advance written notification from MFD, Assisting Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by MFD. MFD shall make reasonable efforts to coordinate the training schedule with Contractor.

23.2 Services Limited. Assisting Personnel shall only provide services in which they are already experienced and for which they are licensed or certified under the law of the State of Wisconsin.

23.3 Field Operations Guide. MFD presently expects to provide a Field Operations Guide to Assisting Personnel as they arrive in Milwaukee, with which Assisting Personnel shall comply at all times while functioning under the terms of the Agreement.

23.4 Assisting Personnel to Participate in After Action Activities. At the request of Milwaukee, Contractor shall reasonably provide information, participate in debriefings, respond to information requests required for insurance or audit purposes, and reasonably aid Milwaukee in the prosecution or defense of any civil or criminal proceedings related to Contractor's performance under the Agreement or in any matter in which Assisting Personnel or Contractor is identified by Milwaukee as a witness. Such assistance shall include the provision of personnel or other records in administrative, criminal, and/or civil proceedings as reasonably requested by Milwaukee.

23.5 Assisting Personnel Criteria. Each Assisting Personnel provided by Contractor shall meet each of the following criteria:

23.5.1 Each Assisting Personnel must, at a minimum, be licensed or certified as a full-time professional firefighter qualified as a Firefighter Level II with EMT-Basic in the State of Wisconsin. Some Assisting Personnel, as determined by MFD, will be required to hold HazMat

or technical rescue certifications or paramedic licenses. Statutory certification and licensing requirements for each Assisting Personnel shall be forwarded to the MFD with the list of all Contractor Assisting Personnel required in Exhibit B. Contractor shall provide no Assisting Personnel that do not meet these minimum requirements unless agreed to in writing in advance by MFD.

23.5.2 Each Assisting Personnel, by reason of experience, training, and physical fitness, must be qualified and capable of performing the duties required of an active duty firefighter, HazMat personnel, EMT, or paramedic assigned to an event of the Convention's size and scope, and as relevant to that person's individual assignment.

23.5.3 Each Assisting Personnel is required to complete training required, if any, by the Contractor's Convention assignment as determined by City MFD or USSS.

23.5.4 Each Assisting Personnel must be an employee in good standing with the Contractor. The Contractor shall promptly notify MFD in the event that any Assisting Personnel is no longer in good standing with the Contractor, and the Contractor shall remove that person from the list of Assisting Personnel providing services under this Agreement.

23.5.5 No Assisting Personnel may have (i) been sued in an individual capacity in the last three (3) years and adjudicated as negligent in providing Law Enforcement Supportive Services (or any of those services identified in the definition of that term or contemplated in this Agreement) or liable for any civil rights violation, or (ii) had any sustained complaints for failing to comply with an employer's standard operating policies, procedures, or guidelines that resulted in an injury to a person or property within the last five (5) years.

23.6 Declining Personnel. At any time, Milwaukee may decline assignment or deployment of any Assisting Personnel without cause or explanation. In the event such personnel are declined through no fault of Contractor or Assisting Personnel, Milwaukee shall reimburse Contractor for any costs budgeted for under the Agreement and already incurred, to the extent consistent with this Agreement.

23.7 Assisting Personnel Equipment.

23.7.1 Each Contractor Personnel shall be equipped by Contractor at Contractor's own expense, with an appropriate uniform and equipment customarily assigned to personnel filling the functions of the Contractor Personnel's expected assigned Convention-related duties, including but not limited to: radio, identification, and personal protective equipment (PPE). For firefighters, equipment shall include NFPA-compliant structural firefighting ensemble and self-contained breathing apparatus with face piece.

23.7.2 Any equipment or gear that are not customarily assigned to Assisting Personnel by Contractor as described above may not be used by Assisting Personnel during the Convention unless Contractor notifies MFD in writing, and MFD consents In Writing to the use of the requested additional equipment.

23.7.3 Equipment sent with Contractor Assisting Personnel shall be limited to equipment issued by Contractor for its employees in the normal course of business. Assisting Personnel may not bring or utilize any demo equipment provided at low or no cost to Contractor by a supplier seeking to demonstrate new equipment to the Contractor or other agencies.

23.7.4 All equipment, other than personal equipment described in the subsection above, provided by Contractor for the Convention shall be provided pursuant to existing shared services agreements between the City and Contractor (if any), provided; however, that in the event of any conflict or ambiguity, the terms of this Agreement shall control. All equipment for which Contractor wishes a form of reimbursement must be included on Exhibit B, irrespective of whether such equipment is also subject to shared services.

24. **Milwaukee Responsibilities**. Milwaukee will provide the following:

24.1 Training. Training for Assisting Personnel, as and if determined necessary by MFD or the United States Secret Service.

24.2 Food and Lodging. Milwaukee will provide meals for all Assisting Personnel for those times that they are stationed in Milwaukee. Any expenditures for food by Contractor or Assisting Personnel shall be at Assisting Personnel or Contractor's own expense. Milwaukee will not provide lodging for Assisting Personnel.

25. **Discipline / Probable Cause Matters.** Milwaukee shall refer disciplinary matters involving Assisting Personnel to Contractor. Based on the judgment of Milwaukee, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to MFD or an external law enforcement agency for investigation with appropriate notice to Contractor.

IN WITNESS WHEREOF, the City and Contractor have fully executed this Agreement as of the date of the final signature below:

CITY OF MILWAUKEE,
A Municipal Corporation

By Its Milwaukee Fire Department

By: _____
Fire Chief Aaron Lipski

Date: _____

CONTRACTOR: See Exhibit A

By:_____ Title:_____ Date:_____

By:_____ Title:_____ Date:_____

Countersigned:

_____ Date:_____

(City Comptroller)

__Initials (Comptroller)
__Initials (Comptroller)

Examined and approved as to form and execution this ___ day of _____, 2024__.

_____
Assistant City Attorney

Exhibit A to Intergovernmental Agreement for Law Enforcement Supportive Services for the 2024 Republican National Convention.

I. Contract Number.

II. Contractor Name, Contact Information, and UEI

Contractor Name	Name:
Contractor Unique Entity Identifier	UEI:
Contractor Contact - regular communication	Name: Phone: Email:
Contractor Contact - official notice	Name: Address: With copy to (email):

III. Milwaukee Contact Information.

Milwaukee Contact - regular communication	Name: Phone: Email:
Milwaukee Contact - official notice	Name: Address: Email: With copy to (email): Andrea Fowler at anfowler@milwaukee.gov

IV. Overtime Policy.

If Contractor is requesting any reimbursement at overtime rates, provide a description of Contractor's overtime policy, including when overtime must be paid with citations to appropriate collective bargaining agreements, laws, procedures, etc., and attach excerpts from these documents to this exhibit. Execution of the Agreement certifies that the following overtime policy and citations are factual. Contractor agrees to provide complete copies of the documents excerpted and/or cited upon request.
Overtime description and citations:

V. Travel Policy.

If Contractor is requesting any reimbursement of wages paid for travel time, provide a description of Contractor's travel policy, including when overtime must be paid with citations to appropriate collective bargaining agreements, laws, procedures, etc., and attach excerpts from these documents to this exhibit. Execution of the Agreement certifies that the

following travel policy and citations are factual. Contractor agrees to provide complete copies of the documents excerpted and/or cited upon request.
Overtime description and citations:

Exhibit A-1: Republican National Convention Contractor Reimbursement

☐ Check **Estimate** (fill out this form as an estimate when signing the Agreement)

☐ Check **Final** (fill out this form with final information when filing your final reimbursement request after the Convention)

Contractor:		
Prepared By:	**Contact Phone's #:**	**Email**
Approved By:	**Contact Phone's #:**	**Email**

Payroll Costs

Pension Rate	0.00%
FICA Rate	0.00%
Medicare Rate	0.00%
Workers' Comp. Benefits Rate	0.00%

Directions for this form when completing the "Estimate": Please fill out the entire form in Microsoft Excel. Return the form to Milwaukee in Excel format. Milwaukee will review this form and respond with any requested edits. When all information has been agreed to by both Milwaukee and Contractor, Milwaukee will pdf the form and return it to Contractor as part of the Agreement through DocuSign.

Direction for this form when completing the "Final" cost reimbursement: Please fill out the entire form in Microsoft Excel and send it to Milwaukee. Milwaukee will review and respond with any requested edits. When all information has been agreed to by both Milwaukee and Contractor, Milwaukee will pdf the form and return it to Contractor through DocuSign.

Contractor Employee's Name	Number (enter "1" for each)	Payroll ID	Service Dates	Rank	Regular Hourly Rate	OT Hourly Rate	Projected Regular Hours	Projected OT Hours	Total Salary Expense	Fringe [auto filled from above]	Projected Total Expense with Fringe
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
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					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
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					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00

					$0.00	$0.00	0	0	$0.00	$0.00	$0.00

					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
					$0.00	$0.00	0	0	$0.00	$0.00	$0.00
Totals:	**0**						**0**	**0**	**$0.00**	**$0.00**	**$0.00**

Food Per Diem Costs				
Meals will be reimbursed at federal GSA standard rates for Milwaukee: $59/day for non-travel days and $44/day for days traveling to and from Milwaukee. Personnel who commute more than 50 miles each way to and from Milwaukee and work at least a 12 hour shift in Milwaukee will receive the full day rate, and should mark all days as "non-travel days;" personnel who commute to and from Milwaukee more than 50 miles each way and work at least an 8 hour shift but less than a 12 hour shift will receive the travel rate and should mark all days as "travel." **Assisting Fire Departments will receive meals but will not receive a per diem and should mark "0" for all fields in this section.**	**Number of Personnel (Auto Fills)**	**Total Number of Days Worked NOT Including Travel Days**	**Number of Travel Days**	**Total Cost**
	0	0	0	$ -

Transportation Costs (Travel Days only)				
Airline Travel. Air travel will be reimbursed for reasonable costs of commercial economy class airfare if driving will take more than one 8 hour day based on a Google Map search. When filing your "final" reimbursement request, include receipt from airline or travel agent indicating name of traveler, dates of travel and total cost of ticket (itemizing cost of any baggage fees assessed).	**Number of Ticketed Personnel**	**Estimated Price Per Ticket (mark "0" in Final reimbursement request)**	**Actual Price Per Ticket (mark "0" in Estimate)**	**Total Cost**
		$ -	$ -	$ -
Car/Truck Travel: Milwaukee will reimburse car/truck travel at GSA standard rates of $0.21/mile (including fuel) in government-owned or government-rented vehicles only. If you are renting a vehicle, you must procure the vehicle rental contract following all procurement rules established at 2 CFR 200. It is highly recommended that you contact Milwaukee before renting a vehicle. Mileage is to be calculated using Google Maps and a printout must be filed with your final reimbursement request.	**Number of Vehicles**	**Total Miles (Combine to and From)**	**Mileage Rate/Mile**	**Total Cost**
			$ 0.21	$ -
Motorcycle Travel: Milwaukee will reimburse at the GSA standard rate of $0.65/mile (including fuel) for motorcycle travel in government-owned or government-rented vehicles only. If you are renting a vehicle, you must procure the vehicle rental contract following all procurement rules established at 2 CFR 200. It is highly recommended that you contact Milwaukee before renting a vehicle. Mileage is to be calculated using Google Maps and a printout must be filed with your final reimbursement request.	**Number of Vehicles**	**Total Miles (Combine to and From)**	**Mileage Rate/Mile**	**Total Cost**
			$ 0.65	$ -
Bus Rentals: Provide copy of PO or invoice when filing final reimbursement request. Rental contract must be provided upon request.		**Number of Buses/Rented Vehicles**	**Cost Per Bus/Rented Vehicle**	**Total Cost**
			$ -	$ -
Transportation Total				$ -

Additional Requested Costs (Not Listed Above)

Additional Expenses: Provide a detailed description and total cost for any additional expenses not listed specifically on this form where reimbursement is being requested. Please be aware of any applicable federal per diem rates related to your request.

Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. **Example:** If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the estimate/invoice per room for the total cost of the lodging.

NOTE: Any reimbursement under this section that are not included in the approved Estimate must be preapproved In Writing by the City and such preapproval shall be attached to this form.

Description of Additional Cost	Amount of Total Cost
	$ -
	$ -
Total	**$** -

Equipment

Equipment Name	Dates of Use	# Days	Written Cost Calculation (e.g., daily rate of $100 x 4 days + estimated fuel costs of $300)	Total Cost
Total				**$** -

Total Request for Reimbursement

Salary	$0.00
Meals Per Diem Costs	-
Transportation	-
Additional Expenses	-
Total Cost	**$** -

File #: 24-0375 **Agenda Date:** 3/12/2024 **Agenda #:** 8.

Consideration of ratification of 2022-2025 Collective Bargaining Agreement between the City of Wauwatosa and the Wauwatosa Peace Officers Association

Submitted by:
Jim Archambo, City Administrator; Beth Mbow, HR Director; Hanna Kolberg, Deputy City Attorney
Department:
Administration

Issue:

Should the City ratify the tentative agreement with the Wauwatosa Peace Officers Association?

Background:

Over the last several years, the City's bargaining team and the leadership from the WPOA met to negotiate the framework for an agreement that now ultimately spans from 2022 through 2025. There were a number of permissive and mandatory subjects at question, along with two tentative agreements. The process was governed by Wis. Stat. §111.70 Municipal employment <https://casetext.com/statute/wisconsin-statutes/regulation-of-industry/chapter-111-employment-relations/subchapter-iv-municipal-employment-relations/section-11170-municipal-employment> and Wis. Stat. §111.77 Settlement of disputes <https://casetext.com/statute/wisconsin-statutes/regulation-of-industry/chapter-111-employment-relations/subchapter-iv-municipal-employment-relations/section-11177-settlement-of-disputes?>.

Recommendation
Staff recommends approval.

The Committee may convene into closed session regarding this item pursuant to Wis. Stat. §19.85 (1)(e), to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and/or Wis. Stat. §19.85 (1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.. The Committee may reconvene into open session to consider the balance of the agenda.

CITY OF WAUWATOSA

2022-2024 WPOA Contract
Tentative Agreement

February 26, 2024

This Tentative Agreement made and entered into at Wauwatosa, Wisconsin by and between the City of Wauwatosa, a municipal corporation, as municipal employer hereinafter referred to as "City" or "Employer", and the Wauwatosa Peace Officer Association Bargaining Unit, as the representative of certain employees of the City of Wauwatosa employed in the Police Department, hereinafter referred to as the "WPOA".

It is mutually agreed as follows:

1. The 2022-2024 "Agreement Between the City of Wauwatosa and Wauwatosa Peace Officers' Association Bargaining Unit" shall be amended (highlighted in yellow) to read as follows:

   SECTION 2. Retiree Health Insurance.
   C. For retirements from the City under the WRS at age 50 or thereafter; or termination due to disability as defined in Section 40.65(4), Wis. Stats., Laws of 1982 as amended from time to time, the City shall pay thereafter premiums for identical standard and major medical continuing health coverage, single or family as appropriate, as provided to active employees as outlined below. Employees hired after 03/01/2024 must also have 15 years of service with the City:

   Sick Leave Conversion at Retirement
   a. Employees hired after January 1, 2008 shall convert all of their accumulated unused sick leave into their Retirement Health Care Savings Plan upon retirement. The cash conversion will be at the employee's regular rate of pay on the date of retirement.
   b. Employees hired after August 7, 2019, shall convert half of their accumulated unused sick leave into their Retirement Health Care Savings Plan upon retirement. The cash conversion will be at the employee's regular rate of pay on the date of retirement. Employees hired after 03/01/2024 must also have 15 years of service with the City

2. The 2022-2024 "Agreement Between the City of Wauwatosa and Wauwatosa Peace Officers' Association Bargaining Unit" shall be extended for one year, to include the calendar year of 2025.

Salaries shall be paid in accordance with the schedule set for in Appendix A, which reflects the following increases:

1/1/2025 – 3%
7/1/2025 – 1% Nationwide Policing Impact Adjustment

Dated: 1/MAR/2024

James Archambo, City Administrator

Dated: 03/01/2024

Daniel Trester, WPOA President