



Wauwatosa, WI

Financial Affairs Committee

Meeting Agenda - Final

7725 W. North Avenue
Wauwatosa, WI 53213

Tuesday, November 14, 2023

7:30 PM

Committee Room #1 and Zoom:
<https://servetosa.zoom.us/j/81144274572>,
Meeting ID: 811 4427 4572

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

FINANCIAL AFFAIRS COMMITTEE ITEMS

1. Request from the Facilities Manager to waive the competitive bid process for the installation and maintenance of access controls and establish Newport Network Solutions, Inc. as a proprietary vendor through December 31, 2025 [23-909](#)
2. Recommendation for approval of an amendment to the Milwaukee County agreement for providing fire services to the buildings located on the former County Grounds [23-934](#)
The Committee may convene in closed session regarding this item pursuant to Wis. Stat. §19.85 (1)(e), deliberating or negotiating 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. The Committee may reconvene into open session to consider any action discussed in closed session and/or the balance of the agenda.
3. Litigation update regarding Aurora Health Care Inc. v. City of Wauwatosa, (various case numbers), Milwaukee County Circuit Court (Tax years 2021-23) [23-897](#)
The Committee may convene in closed session regarding this item pursuant to Wis. Stat. §19.85 (1)(g), to confer 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 any action discussed in closed session and/or the balance of the agenda.
4. Review and approval of the 2024-2028 Capital Improvement Plan and Budget [23-947](#)

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.



Staff Report

File #: 23-909

Agenda Date: 11/14/2023

Agenda #: 1.

Request from the Facilities Manager to waive the competitive bid process for the installation and maintenance of access controls and establish Newport Network Solutions, Inc. as a proprietary vendor through December 31, 2025

Submitted by:

Chuck Pomerence, Facilities Manager

Department:

Facilities

A. Issue

Facilities would like to standardize the installation and servicing of access controls work with one vendor for the next two years (2024-2025).

B. Background/Options

In recent years one vendor has been doing most of the installations and servicing of the access controls hardware and software across all of the buildings owned by the City. However due to a growing dissatisfaction with the quality and timeliness of their work, and due to the high turnover of their technicians, Facilities has sought out alternative vendors to provide these services. Through this process, Newport Network Solutions has shown that they have provided high quality work, very timely responses to requests for pricing, good technical advice on the appropriate hardware selections and a highly skilled, long term technical staff.

When appropriate, the City has the ability to name a specific vendor or purchase as “proprietary” A proprietary purchase is similar to a sole source when no other is suitable or acceptable to meet the need, but there is more than one potential bidder. An example of a justification for a propriety purchase would be that a change in brand or model would impact the continuity of ongoing maintenance or increase operating costs or when a single manufacturer chooses to sell their product through multiple distributors.

By granting the request to waive the competitive bidding for access controls work and establish Newport Network Solutions as a proprietary vendor, it allows us to more quickly implement requests and work directly with a vendor that has proven to do high quality work in a very timely manner. It also reduces the “learning curve” that we see when new vendors have to come into a new building and learn what was done by previous technicians.

C. Fiscal Impact

Since Newport Network Solutions was asked to quote several jobs alongside our previous vendor, pricing was

found to be slightly cheaper or equal to the other vendor. As a result we see no significant financial impact of this request

D. Recommendation

It is recommended that the request to waive the competitive bidding process for the installation and maintenance of access controls and standardize on one vendor, Newport Network Solutions, be approved for the period of two (2) years through 12/31/2025. No single project shall exceed \$25,000 and Newport Network Solutions shall submit proof of insurance, signed terms and conditions and an hourly rate schedule.



Staff Report

File #: 23-934

Agenda Date: 11/14/2023

Agenda #: 2.

Recommendation for approval of an amendment to the Milwaukee County agreement for providing fire services to the buildings located on the former County Grounds

Submitted by:

John Ruggini, Alan Kesner and James Case

Department:

Finance, City Attorney and Fire Departments

A. Issue

Since 1980, the City of Wauwatosa has provided fire service to the facilities located on the former County Grounds including the hospitals at the Milwaukee Regional Medical Campus. Given the private ownership of nearly all buildings, demolition or transfer of all County facilities on the hospital grounds and changing property tax status of the hospitals, the County and City have reached a proposed agreement for winding down the County's financial commitment and relieving the City of operation restrictions.

B. Background/Options

In 1980, Milwaukee County and the City of Wauwatosa entered into an agreement for providing and funding first-line fire protection services to county-owned buildings and properties as well as the Private Geographic Members (PGM's) of the Milwaukee Regional Medical Center located on the Milwaukee County Grounds, all of which were at that time exempt from the payment of property taxes which would ordinarily support the provision of such services, coinciding with the dissolution of the Milwaukee County Fire Department which had previously provided such services. The City of Wauwatosa took on the responsibility for providing those services and the County agreed to pay for the construction of a new fire station (Station 53 on Watertown Plank Road) and to fund the provision of those services for 60 years. The City agreed to minimum staffing requirements at that fire station.

Over the past three decades, the County has been divesting itself of responsibilities and facilities on the County Grounds, including the sale of the former County Hospital which became Froedtert. In 2020, the County sold the land on which the PGM's had constructed their facilities to each of the PGM's themselves, as well as the property utilized for the County's Behavioral Health Division, moving the properties into private ownership and causing the properties owned by the PGM's to become partially subject to ad valorem property taxes, resulting in a significant reduction in County-owned land and facilities requiring Fire Protection Services as provided by the County through the Agreement.

As a result of the land sale, the PGM's now pay property taxes on a portion of the properties they own, thus removing the ongoing necessity for additional funds to support tax-exempt functions on lands formerly owned by the County. In addition, there significantly fewer County owned buildings on that property which also removes a significant justification for the funding by the County.

The parties have expressed a desire to wind down the County involvement in fire protection services on the County Grounds and allow the City to independently operate its Fire Department in a manner most appropriate for the City and all of its residents and taxpayers but to do so in a way that minimizes the budgetary stress on the City of Wauwatosa. In the attached agreement there is a proposed 13-year wind down with the annual decreases in the payment from the County to the City. The large decrease in 2023 and 2024 is funded through property tax dollars already set aside from the increase in tax revenues associated with the hospitals. The large decrease in 2028 is when the money the City has been setting aside for this purpose, by cashing financing fire capital, is no longer committed to a capital project. In all other years, the decrease has the effect of increasing the City's budget gap. The estimated loss revenue stream for the City over the next 19 years has a present value of \$18,815,911.

There is a strong benefit to the City by eliminating the staffing mandates imposed on Fire Station 52.

In addition, the County agrees to waive the requirement that the City purchase the Fire Station at a market price and instead will sell it to the City for \$1. We commit to always using it for a fire station, even after the agreement expires. We can use it for other purposes in the future with the County's permission. If we sell it for private development we will pay them the then-market value of the land alone.

C. Strategic Plan (Area of Focus)

Priority Area Two: Public Safety

Priority Area One: Economic Development and Financial Resilience

D. Fiscal Impact

There is no fiscal impact on the 2023 or 2024 Budgets because they already assumed a decreased payment consistent with the attached schedule. The present value of the "lost" revenue through 2040 is \$18,815,911. In addition, we would have to deduct from this revenue stream the market value of the land which would have to be purchased as well as consider the impact of the operating constraints the contract puts upon the Fire Department.

E. Recommendation

The Fire Chief, City Attorney and Finance Director recommend adoption of amendment number 2 to the Agreement Between the City of Wauwatosa and Milwaukee County related to the provision and funding of fire services.

The Committee may convene in closed session regarding this item pursuant to Wis. Stat. §19.85 (1)(e), deliberating or negotiating 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. The Committee may reconvene into open session to consider any action discussed in closed session and/or the balance of the agenda.

AMENDMENT NO. 2
TO
AGREEMENT
Between
CITY OF WAUWATOSA
and
MILWAUKEE COUNTY

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between CITY OF WAUWATOSA, a municipal corporation of the State of Wisconsin ("City") and MILWAUKEE COUNTY, a municipal body corporate ("County"):

WHEREAS, City and County previously entered into a written agreement dated December 19, 1980, relating to the lease of lands on Milwaukee County institutions grounds, for construction of a City fire station (hereafter "Station 53") and Amendment No. 1 to said Agreement dated January 11, 1982, which provided for certain supportive services from the County, which services are no longer required from nor being supplied by the County (collectively, the "Agreement"); and

WHEREAS, the Agreement has an initial term of sixty (60) years, and is scheduled to terminate on December 31, 2040, with the option for ten-year renewals unless terminated by either party pursuant to the terms of the Agreement; and

WHEREAS, the Agreement was created by the Parties as a mechanism for providing and funding first-line fire protection services to county-owned buildings and properties as well as the Private Geographic Members (PGM's) of the Milwaukee Regional Medical Center located on the Milwaukee County Grounds, all of which were at that time exempt from the payment of property taxes which would ordinarily support the provision of such services, coinciding with the dissolution of the Milwaukee County Fire Department which had previously provided such services; and

WHEREAS, in the year 2020, the County sold the land on which the PGM's had constructed their facilities to each of the PGM's themselves, as well as the property utilized for the County's Behavioral Health Division, moving the properties into private ownership and causing the properties owned by the PGM's to become partially subject to *ad valorem* property taxes, resulting in a significant reduction in County-owned land and facilities requiring Fire Protection Services as provided by the County through the Agreement; and

WHEREAS, as a result of the land sale, the PGM's now pay property taxes on a portion of the properties they own, thus removing the ongoing necessity for additional funds to support tax-exempt functions on lands formerly owned by the County; and

WHEREAS, the parties have expressed a desire to wind down the County involvement in fire protection services on the County Grounds and allow the City to independently operate its Fire Department in a manner most appropriate for the City and all of its residents and taxpayers; and

WHEREAS, the parties have reached agreement upon the terms and conditions for modification and early termination of the Agreement based upon current taxation and ownership conditions on the County Grounds;

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties as hereinafter set forth, and other valuable consideration, it is mutually agreed between City and County that the Agreement between the parties dated December 19, 1980, as amended on January 11, 1982, shall be and is hereby amended by deleting paragraph 8 and 11 thereof; and

A. Paragraphs 9 and 10 of the Agreement are hereby amended to read in their entirety as follows:

9. County payments. Notwithstanding past terms of this Agreement which based County payments to the City upon the number of firefighting and related personnel in specific positions assigned to Station 53, with the adjustments which have been made to said payment amounts since the inception of the Agreement in 1980. The 2023 and future years' annual payments shall be as described in the payment chart attached hereto as Exhibit A. No adjustments shall be made to the payment amounts described in Exhibit A except by written agreement between the parties. The City will provide the County with an invoice annually based on Exhibit A by April 1 to be paid by June 1.

10. Adjustment of County payments. No adjustment shall be made to the payment amounts described in Exhibit A except by written agreement between the parties. Notwithstanding the foregoing, the County shall have the right to prepay the funds owed under this agreement, as set forth in Exhibit A, in whole or in part, at any time prior to the maturity date. In the event of prepayment, the County shall provide written notice to the City at least thirty (30) days in advance. No prepayment penalties or fees shall be assessed. Any prepayment made shall be applied first to the most recent outstanding payment.

B. In consideration of these amendments to the financial conditions of the Agreement, the termination of the Agreement, as expressed in paragraph 2 thereof, is hereby amended from December 31, 2040, to December 31, 2035, without the option for renewals.

C. Upon termination of the Agreement (as of the modified date described in Paragraph B, above), the County will transfer all ownership interests in the Land which is the subject of the December 19, 1980 Agreement (Tax Key Numbers 379-9999-061 and 379-9999-062), and any improvements thereon, to the City, as consideration for the City's early termination of the Agreement, with a covenant placed upon the City's ownership providing that the land shall be permanently utilized as a publicly-owned fire and safety facility. If the land is to be transferred to private ownership for future development, the City will remit to the County an amount equal to the then-fair market value of the land alone, as determined by an appraisal professional to be mutually agreed-upon by the parties. Any other future use of the property may only occur with the written consent of the County, which consent shall not be unreasonably withheld.

Except as otherwise specifically provided herein and in the attachment hereto, the terms and conditions of the aforesaid agreement dated December 19, 1980, as amended on January 11, 1982, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective proper officers and have attached their corporate seals thereto as of the date and year first above written.

MILWAUKEE COUNTY

Aaron Hertzberg
Director, Department of Administrative
Services
Name and Title – Customer Department

Date

CITY OF WAUWATOSA

Dennis McBride, Mayor

Date

Steven Braatz, City Clerk

Date

John Ruggini, Finance Director

Date

Approved as to form and execution:

Alan R. Kesner, City Attorney

Date

Exhibit A

Amendment No. 2 to Agreement between CITY OF WAUWATOSA and MILWAUKEE COUNTY

Year	Annual Payment	Change from Prior Year	
		\$	%
2023	1,350,000.00	(208,464.00)	-16%
2024	1,275,000.00	(75,000.00)	-6%
2025	1,200,000.00	(75,000.00)	-6%
2026	1,125,000.00	(75,000.00)	-6%
2027	1,050,000.00	(75,000.00)	-7%
2028	600,000.00	(450,000.00)	-43%
2029	525,000.00	(75,000.00)	-13%
2030	450,000.00	(75,000.00)	-14%
2031	375,000.00	(75,000.00)	-17%
2032	300,000.00	(75,000.00)	-20%
2033	225,000.00	(75,000.00)	-25%
2034	150,000.00	(75,000.00)	-33%
2035	75,000.00	(75,000.00)	-50%
2036	-	(75,000.00)	-100%

FIRE PROTECTION AGREEMENT

BETWEEN

THE CITY OF WAUWATOSA

AND

MILWAUKEE COUNTY

FIRE PROTECTION AGREEMENT
BETWEEN
THE CITY OF WAUWATOSA
AND
MILWAUKEE COUNTY

THIS AGREEMENT, made and entered into this 19th day of December, 1980, by and between the CITY OF WAUWATOSA, a municipal corporation of the State of Wisconsin (hereinafter sometimes referred to as "City") and MILWAUKEE COUNTY, a municipal body corporate (hereafter sometimes referred to as "County");

W I T N E S S E T H :

WHEREAS, County and the City have previously entered into negotiations with respect to City assuming first line fire protection for all buildings and property of County and of the Private Geographic Members (PGM's) of the Milwaukee Regional Medical Center on the Milwaukee County Institutions grounds; and

WHEREAS, County is desirous of improving fire protection for its County-owned buildings and property, as well as the buildings and property of said PGM's; and

WHEREAS, City has indicated a willingness to locate a City of Wauwatosa Fire Department Station on the County Institutions grounds in order to enhance said fire protection for County and PGM's and to increase the complement of firefighters and other support services within said fire station so long as County shall contribute financially towards the construction, implementation, manpower and maintenance needs of said new fire station.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinbefore and hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, City and County hereby agree as follows:

FIRE PROTECTION AGREEMENT
BETWEEN
THE CITY OF WAUWATOSA
AND
MILWAUKEE COUNTY

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1. Services to be provided by City. City shall provide full fire protection, inspection and other fire and rescue services to all of the County buildings and property now or hereafter located on the County Institutions grounds and all non-County buildings and property now or hereafter located on said grounds. It is the essence of this agreement, in view of the operations conducted in the County Institutions medical facilities involving many occupants who are bedridden, that the buildings and facilities on the County Institutions grounds shall always be furnished fire protection and rescue services by the City of Wauwatosa.

2. Term. This agreement shall be for a period of sixty (60) years effective December 31, 1980, at 8:00 A.M., and terminating December 31, 2040, with automatic renewal for the period of December 31, 2040, to December 31, 2050, and every ten (10) years thereafter unless either party to this agreement shall terminate same upon two year's advance written notice to the other prior to the end of said 60-year term or any 10-year renewal thereof.

In the event that County shall terminate its obligations hereunder with respect to monetary payments for the fire protection services, City shall, notwithstanding such fact of termination, be permitted to occupy the leased premises for an additional period of sixty (60) years at such annual rental as shall be negotiated by the parties.

3. Land to be provided by County: rental fee. County hereby provides and leases to City a building site for the location of a new fire station to be located on the County Institutions grounds. The site plan and the legal description for said property is attached hereto as Exhibit A. City shall pay One Dollar (\$1.00) per year and other good and valuable consideration for the lease of said property. Payments shall be made for the full term of the lease or any renewal at the beginning of the term or renewal. The acceptance of the yearly rentals in advance shall not constitute

a bar to the right of County to terminate the lease for failure of Wauwatosa to live up to the terms and conditions of the agreement.

4. Construction of new fire station; apportionment of cost; approvals. The City shall arrange for the construction of the new fire station (hereafter Facility) to be built on said County leased lands at an estimated cost not to exceed Eight Hundred Thousand Dollars (\$800,000) (except as hereafter provided) and County shall pay to City eighty-five percent (85%) of the cost of said Facility. In the construction of said Facility, the City shall be required to follow all statutory bidding procedures applicable to said construction. If, upon receipt of sealed bids for the construction of said Facility, the firm bids shall exceed said sum of Eight Hundred Thousand Dollars (\$800,000), the parties shall meet and revise the plans for the building construction in such manner as to bring the costs thereof below Eight Hundred Thousand Dollars (\$800,000). Construction of Facility shall be completed within thirty (30) months of the signing of this agreement, which deadline for completion shall be deemed to be extended by the periods of any delays encountered by City due to strikes, pickets, slow-downs, shortages of labor, materials or supplies, acts of God or other causes or circumstances beyond the control of City.

City shall submit its plans, specifications and proposed location on the site to the County Director of Transportation, and the prior written approval of same by said Director shall be required before construction shall commence. The eighty-five percent (85%) cost heretofore referred to shall include architectural fees, the cost of construction of the building, utilities, site preparation, driveways, drive approaches, parking lots, landscaping, and all other expenses connected with the construction of said fire station to a point of total completion in order to commence operations.

Nothing herein shall obligate County to furnish electricity, steam, chilled water, telephone, or extensions for same, without separate agreements having been entered into between the parties. However, County does commit to permitting City to connect to the existing roadways, water lines, storm sewer lines and sanitary sewer lines presently in existence in the vicinity of the leased premises at such appropriate points as shall be approved by County's Director of Public Works and will confer easements, permits or other appropriate legal right on City for the right to make and maintain such connections. County reserves the right to impose a charge for the furnishing or use of water and sanitary sewers provided such charges do not exceed the unit amount charged to County-owned facilities on the County-owned institutions. In the event that at any later date there shall be a fee or charge imposed on County for storm sewer discharge, County shall have the right to assess an appropriate portion of said charge to City.

5. Payments during period of construction. Based on the assumption that City will cause to be constructed a Facility of approximately ten thousand (10,000) square feet, the maximum cost of which shall not exceed Eight Hundred Thousand Dollars (\$800,000), County covenants and agrees as follows:

- (a) As construction work shall be completed, City shall have the right to submit to County on or before the last day of each month an Application for Payment accompanied by such data and summary as will substantiate County's proportionate share and the right of City and City's contractor(s) to payment. Such Application shall be presented to County's Director of Transportation, who shall review said claims for work performed and give his approval for such payment, if

appropriate. Thereafter, County shall promptly issue appropriate payment for such amount authorized by its Director of Transportation.

(b) County shall have the right to retain ten percent (10%) of its obligation hereunder pending completion in full of the construction of the Facility, at which time said ten percent (10%) shall be paid to City less the total amount of any liens, as disclosed by affidavit of the contractor, or other notice of lien under the laws of the State of Wisconsin.

(c) At the completion of construction, City shall certify to County's Director of Transportation the actual construction costs of the Facility. In the event that the actual construction costs as certified to the County's Director of Transportation is less than the Eight Hundred Thousand Dollars (\$800,000) construction cost referred to above, the amount of the final payment by County shall be reduced so that County shall not pay more than eighty-five percent (85%) of said actual construction costs.

6. Transfer of City equipment to new Facility. Upon completion of construction, City shall transfer the fire equipment presently used at its fire station at 11401 West Watertown Plank Road, Wauwatosa, Wisconsin, including, but not limited to, the fire fighting vehicles and equipment, radio and communications equipment, alarm devices and such station furnishings as may

appropriately be used in the new location. Upon the effective date of this agreement, County shall transfer all of its fire fighting vehicles and equipment, as set forth in Exhibit B attached hereto, presently used at County's fire station at 8714 West Watertown Plank Road, including two pumper engines, one ladder truck, and the replacement of said ladder truck in either 1980 or 1981 (unless delivery thereof shall be delayed for reasons beyond the control of County). In connection therewith, the County shall furnish to City such evidence of title as to said motorized equipment as shall be requested by the Wauwatosa City Attorney.

7. Interim Site of Operations. Until such time as the new Facility shall be constructed on the County Institutions grounds, it is understood and agreed that all of the obligations of the parties herein expressed shall apply to the Wauwatosa fire station located at 11401 West Watertown Plank Road, and the fire protection and other rescue services herein referred to shall be furnished to County by City from said station.

8. Transfer of City personnel to new Facility. Upon completion of construction of said Facility, City shall transfer the following personnel from its station at 11401 West Watertown Plank Road for the implementation of operations on the County Institutions grounds:

- 3 - Fire Captains
- 6 - Fire Lieutenants
- 6 - Motor Pump Operators
- 6 - Firefighters
- 9 - Firefighters (Paramedics)

30 - TOTAL

County shall not be liable for any cost or expense for said personnel either at the outset of operations or at any time thereafter.

9. Authority of City to hire additional personnel:

payments for same. City is authorized to hire and retain a minimum of fifteen (15) new positions of firefighters, supervising officers and related personnel to augment its existing personnel being transferred from the West Watertown Plank Road station. During the first full year of operations, the maximum sum that County shall be required to pay for said personnel costs shall be Two Hundred Eighty-eight Thousand Nine Hundred Dollars (\$288,900) (hereafter Base), plus the adjustment applicable in January, 1981 by reason of any increase attributable to the negotiated labor agreement for the year 1981. In subsequent years, the Base shall be further adjusted to reflect the City's increase in fire personnel salaries and fringe benefits in the event that the salaries and fringe benefits of City's fire personnel shall be modified pursuant to collective bargaining agreements between City and labor organization(s) representing the fire personnel. Fringe benefits as used herein shall include the following:

Vacation pay

Sick Leave pay

Annual uniform/clothing allowance
and replacement

Wisconsin Retirement Fund payments
(employer and employee shares)

Health and Life Insurance

Special Premium pay

Differential Injury pay

The City shall render an invoice to County by January 1st of each year for that year's base payment, as adjusted, and County shall pay the invoiced amount by February 1st of that year. The City's invoice shall be of such detail and form as to substantiate the charges and credits, if any, for the fire personnel specified in

this agreement. In the event the collective bargaining agreement shall not be consummated until after January 1st of a given year, an appropriate retroactive adjustment shall be made as soon as practicable thereafter.

The new employees shall include the following minimum positions:

- 3 - Fire Lieutenants
- 3 - Motor Pump Operators
- 6 - Firefighters
- 1 - Mechanic
- 1 - Fire Inspector

14 - TOTAL

1 - Clerical - Kathy

The fifteenth position authorized under this paragraph shall be such additional person as the City's fire chief shall determine. The adjustment of the Base shall be made as of January 1st of each year during the term of this agreement or the effective date of the applicable labor agreement.

It is understood and agreed that the foregoing Fire Inspector's services shall comprise the equivalent of one full-time inspector for the buildings and property now or hereafter located on the County Institutions grounds. His duties shall include those necessary inspection activities required of County for certification, accreditation and licensure. In addition to his inspection duties, the Inspector shall provide fire training for County Institutions and PGM employees at the County Institutions.

10. Adjustment of County payments. In the future, if the total number of firefighters assigned by the City on a regular basis, pursuant to this agreement, to the station on the County Institutions grounds is reduced (other than reductions of a temporary nature, not to exceed thirty (30) days, that are required

to meet the overall staffing needs of the entire Wauwatosa Fire Department), the payments by Milwaukee County of the annual base, plus accrued adjustment, shall be reflected by a proportionate reduction in the payment by Milwaukee County based on said reduction of total salaries and fringe benefits. In addition, if in future years personnel performing fire fighter functions and assigned to the County Institutions grounds shall be assigned to non-fire fighting duties on a regular basis, the amount that the County shall be required to contribute shall be reduced accordingly to reflect such portion of time as said firefighter shall devote to non-fire fighting duties that benefit the City.

11. Payment for operating costs: adjustment of.

County shall, in the first year of the operation of this agreement, pay to City the maximum sum of Fifteen Thousand Dollars (\$15,000) (or appropriate portion thereof if less than one year) for operating costs, including building and equipment maintenance and repair costs, heat, light, water and other utility expenses, cost of insurance on the building and equipment, costs of vehicle operation and maintenance, alarms and other incidental operating costs. In all subsequent years, said sum of Fifteen Thousand Dollars (\$15,000) shall be adjusted based on the previous year's third quarter Milwaukee area consumer price index (All Items category - All Urban Consumers) of the United States Department of Labor. Said adjusted amount, as invoiced by City, shall be paid by County by February 1st of each year.

12. City hiring of County's firefighters. The City is mindful of the effect that this Agreement will have on the displacement of Milwaukee County Fire Department personnel, and also the effect that the implementation of this Agreement will have on creating an immediate need for additional trained and experienced city fire fighting personnel having a special knowledge and familiarity with the County Institutions grounds, the variety of

buildings located thereon, as well as training and experience of fighting aircraft fires due to the use of helicopters in transporting emergency victims. Toward the end of fulfilling the requirements needed for trained and experienced fire fighting personnel, the City shall create within the limits allowed under section 62.13, Wisconsin Statutes, through the action of its Police and Fire Commission, a special class for appointment purposes designed to hire, in the order of their experience, those displaced personnel into the Wauwatosa Fire Department. During this transitional period, personnel who are already trained and experienced and who are familiar with the County Institutions and fire fighting problems and tactics shall be hired in the order of their experience subject to medical examination and police background investigation. It is also understood that under 62.13, Wis. Stats., the City has an obligation to reinstate any firefighters of the City of Wauwatosa Fire Department who are laid off, prior to hiring any special class firefighters as established above. Therefore, nothing contained in this Agreement shall interfere with that legal obligation.

City will notify County fire fighting personnel of all fire department positions available with City within seven (7) days of the signing of this Agreement. Thereafter, County fire fighting personnel shall have fourteen (14) calendar days to file applications for such City departmental vacancies after which time applications for the special class shall no longer be accepted. As to those County fire fighting personnel who apply for a special class City fire department position and are found to be qualified by City but cannot be immediately placed in a City fire department position, the City will give preference to said persons for future openings in the fire department.

Such County personnel, if hired by the City, shall receive the usual and customary salary and fringe benefits for new personnel as specified in the City's labor agreement with the Fire Fighters Association (Local 1923), which includes a one-year probationary period for all new employees.

13. Fire insurance on Facility. City shall maintain fire and extended coverage on the Facility in an amount equal to its replacement value.

14. City's mutual aid commitments. City shall continue to respond to mutual aid commitments with other municipalities as has been done in the past using the new fire station and fire equipment in the same manner as any other City fire station or equipment has been used.

15. Modification of mutual aid commitments. City shall have all mutual aid agreements modified so that such fire protection will be committed to all properties located on the County grounds within the jurisdictional limits of City in the same fashion that such protection is provided to all other properties within the jurisdiction of City.

16. Utilization of personnel and equipment. The Chief of City's Fire Department shall have sole discretion as to the utilization of personnel and equipment.

17. Credit for past payments in event of State legislation. In the event that any time during the term of this agreement, the State Legislature of the State of Wisconsin shall impose any law or requirement on County compelling it, or having the effect of compelling it, to make payment to municipalities for fire protection to buildings, grounds, or personal property located on the County Institutions grounds, all amounts previously or thereafter paid by County pursuant to this Agreement shall be deemed a credit towards any such amount as County might have to

pay to City pursuant to said legislation, including, but not limited to, a credit for the County's cost of the construction of said new Facility, as well as County's share of the wages and fringe benefits payable hereunder.

18. Termination of Existing Agreements. It is agreed that the agreements heretofore entered into between the City of Wauwatosa and Milwaukee County dated December 22, 1977 relating to Milwaukee County furnishing first line fire protection from the buildings located on the County Institutions lands is hereby rescinded, terminated and held for naught and County is hereby released of any and all obligations thereunder. Further, that the Agreement between the City of Wauwatosa and The Kurtis R. Froedtert Memorial Hospital, Inc. dated November 15, 1977 will likewise be terminated, rescinded and held for naught and Froedtert will be released of any and all obligations thereunder.

19. Creation of a County Fire Department. In the event that Milwaukee County shall, at any time during the term of this Agreement, be required by state law, administrative regulation or judicial decision to create or operate a county-wide fire department, County's obligations hereunder shall terminate as of the effective date of such law, regulation or judicial decision. If such event shall occur within the first forty (40) years of the effective date of this Agreement, which period shall be deemed to be the appropriate amortization period of the fire station, City shall pay County the unamortized value of the eighty-five percent (85%) share of the fire station that County shall have previously paid to City. In the event such event shall occur within the first fifteen (15) years (as to the pumpers) and twenty (20) years (as to ladder truck) of the effective date of this Agreement, which shall be deemed to be the appropriate amortization periods for said fire fighting vehicles, City shall pay County the unamortized value of said fire fighting vehicles.

20. Notices. Notices required or permitted to be given hereunder shall be given by registered or certified mail, postage prepaid, return receipt requested, addressed to County at Courthouse, 901 North Ninth Street, Milwaukee, WI 53233, Attention: County Clerk, and to City, Wauwatosa Memorial Civic Center, 7725 West North Avenue, Wauwatosa, WI 53213, Attention: City Clerk, or at such other address as either party may from time to time specify in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Milwaukee County, Wisconsin, on the day and year indicated.

Witnesses:

Catherine Brown

Helen Weisfeld

Gene F. Raskewicz

CITY OF WAUWATOSA

By James A. Benz
Mayor

By J. R. Neuman
City Clerk

MILWAUKEE COUNTY

By Symuel H. Smith
Symuel H. Smith, Director
Institutions & Departments

By Donald Zvolner
County Clerk

APPROVED
FOR
EXECUTION

Genard J. Bardonick
Acting
CORPORATION
COUNSEL

STATE OF WISCONSIN)
(ss.
MILWAUKEE COUNTY)

Personally came before me this 18th day of December, 1980 the above-named James A. Benz and J. R. Neuman, Mayor and City Clerk respectively of the City of Wauwatosa, to me known to be such persons who executed the foregoing instrument on behalf of the City of Wauwatosa, and acknowledged the same to be the free act and deed of said City, made by its authority.

Sally A. Bruner
Notary Public

My commission Exp. 9/16/84

STATE OF WISCONSIN)
(ss.
MILWAUKEE COUNTY)

Personally came before me this 18th day of December,
1980 the above-named Symuel H. Smith, Director, Milwaukee County
Institutions and Departments, and ~~Thomas E. Zablocki, County~~
~~Clerk of Milwaukee County~~ to me known to be the person who
executed the foregoing instrument on behalf of Milwaukee County
and acknowledged the same to be the free act and deed of said
County, made by its authority.

Helen Kestel
Notary Public

My commission September 5, 1982

STATE OF WISCONSIN)
(ss.
MILWAUKEE COUNTY)

Personally came before me this 19th day of December,
1980 the above-named Thomas E. Zablocki, County Clerk of
Milwaukee County, to me known to be the person who executed
the foregoing instrument on behalf of Milwaukee County and
acknowledged the same to be the free act and deed of said
County, made by its authority.

Frank E. Lyon
Notary Public

My commission 11-14-84

EXHIBIT A



EXHIBIT A

That part of the Northwest One-quarter (1/4) of Section 29, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, bounded and described as follows, to-wit: Commencing at the Northwest Corner of said quarter section; thence South $89^{\circ}46'$ East, along the North line of said quarter section 1115.97 feet to a point; thence South $0^{\circ}14'$ West 55.00 feet to the place of beginning:

Thence continuing South $0^{\circ}14'$ West 75.00 feet to a point; thence North $89^{\circ}46'$ West 110.00 feet to a point; thence South $0^{\circ}14'$ West 175.00 feet to a point; thence North $89^{\circ}46'$ West 285.82 feet to a point; thence 81.08 feet right around a curve, having a radius of 255.42 feet with its chord bearing North $31^{\circ}32'$ East 80.74 feet, to a point; thence 90.17 feet left around a curve, having a radius of 218.17 feet with its chord bearing North $28^{\circ}47'15''$ East 89.53 feet to a point; thence North $16^{\circ}56'50''$ East 106.90 feet to a point; thence South $89^{\circ}46'$ East 280.35 feet to the place of beginning, containing 63,002.5 square feet.

EXHIBIT B

LIST OF FIRE FIGHTING EQUIPMENT,
STATION FURNISHINGS AND OTHER ACCESSORIES

- A. Dormitory:
- 13 - Metal Lockers
- B. Fire Equipment:
- 2 - 1978 Mack Diesel Pumper Engines w/1250 g.p.m.,
two stage pumps - Class A each having the following
equipment:
 - Four-Frequency Radios
 - Required Lighting and Warning Devices
 - Equipment meets N.F.P.A. Code 1901-1975
 - 500 gal. Water Tank
 - Hose Bed Containing:
 - 30 Sections of 2½" Hose)
 - 10 " " 3 " ") Nozzles and Wyes for Hose
 - 8 " " 1½" ")
 - Deluge Gun - Akron Model 501 w/3 Tips (1½" 1-3/4" & 2")
Mounted Over Crosslay
 - 24' Metal Extension Ladder
 - 14' Metal Roof Ladder
 - 3 - M.S.A. Self-Contained Masks & 3 Spare Air Tanks
 - Compartments Containing Necessary Hydrant Wrenches,
Tools, Floodlights and Cords
- C. 1 - 1957 Mack-Maguris 100' Steel Aerial Ladder Truck having
the following equipment:
- Required Lighting and Warning Devices
 - Equipment meets N.F.P.A. Code 1901-1975
 - 2-Way Radio

6 - Ground Ladders (Metal) having one each of the following lengths:

40'

30'

18' Straight

18' Roof

16' Extension

14' Roof

8 - Pike Poles (All Wooden Handles) having two each of the following lengths:

16'

12'

8'

6'

4 - M.S.A. Self-Contained Masks

4 - Spare Air Tanks

1 - Homelite Cutting Saw (Gasoline)

1 - Back Pack Cutting Set

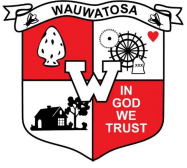
Compartments Carrying Necessary Required Tools, Ropes, Salvage Covers and Jacks.

D. Spare Hose consisting of:

50 - Fifty foot Sections 2½"

36 - Fifty foot Sections 1½"

E. 10 - Portable Radios with chargers.



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 23-897

Agenda Date: 11/14/2023

Agenda #: 3.

Litigation update regarding *Aurora Health Care Inc. v. City of Wauwatosa*, (various case numbers), Milwaukee County Circuit Court (Tax years 2021-23)

Submitted by:

Alan Kesner, City Attorney
Hanna Kolberg, Deputy City Attorney

Department:

City Attorney

The Committee may convene in closed session regarding this item pursuant to Wis. Stat. §19.85 (1)(g), to confer 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 any action discussed in closed session and/or the balance of the agenda.



Staff Report

File #: 23-947

Agenda Date: 11/14/2023

Agenda #: 4.

Review and approval of the 2024-2028 Capital Improvement Plan and Budget

Submitted by:

The Capital Budget Team

Department:

Public Works, Finance and Administration

A. Issue

Reviewing and approving a 5-year capital plan and 2024 capital budget for the City of Wauwatosa

B. Background/Options

The City of Wauwatosa maintains a five-year capital plan with each year balanced between revenues and expenditures. The five-year plan is guided by pavement ratings, water main break rates, sewer capacities, flooding analysis, asset life-cycles, non-local funding opportunities as well as the Financial Resiliency Policy and the 10-year utility rate forecasts. The Common Council will ultimately adopt the five-year plan but only commit expenditure and revenue authority for 2024. The 2024-2028 Capital Plan is attached for the Committee's consideration.

C. Strategic Plan (Area of Focus)

Priority Area Three: Infrastructure

D. Fiscal Impact

Adopting this plan will result in an approximate .5%-1.0% annual increase in the property tax levy depending on interest rates. It also assumes forecasted rate increases in the Water, Storm and Sanitary utilities as have previously been presented. The 2024 levy increase has already been included in the 2024 operating budget as a transfer to the Debt Service Fund

E. Recommendation

We recommend approval of the 2024-2028 Capital Plan and 2024 Capital Budget.