

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 WAUWTOSA 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%