



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2009-0051

Final Action:

Sponsor(s): Administration & Finance Committee

FEB 17 2009

Resolution approving Memorandum of Understanding between Wisconsin State Fair Park Board and the City of West Allis for the continuation of the provision of basic municipal services for the years of 2010 through 2014.

WHEREAS, the City of West Allis has provided basic municipal services to the Wisconsin State Fair Park Board for many years; and,

WHEREAS, the Wisconsin State Fair Park Board desires to renew the long term, fixed priced memorandum of understanding (MOU) with the City of West Allis to continue the provision of these basic municipal services for another five year period of 2010 through 2014; and,

WHEREAS, the City of West Allis desires to continue to provide these basic municipal services for this additionally stated five-year period.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached MOU is hereby approved.

BE IT FURTHER RESOLVED that the proper City Official(s) are hereby authorized and directed to execute this MOU on behalf of the City.

ADM\ORDRES\ADMR361

FEB 17 2009

ADOPTED

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

2/23/09

Dan Devine, Mayor

MEMORANDUM OF UNDERSTANDING

BETWEEN

WISCONSIN STATE FAIR PARK BOARD

AND

THE CITY OF WEST ALLIS, WISCONSIN

This memorandum of understanding (MOU) is entered into as of the Effective Date set out below by and between the Wisconsin State Fair Park Board (Board) and the City of West Allis, Wisconsin (West Allis), to formalize the continuation of the provision of basic municipal services by West Allis to the Board.

RECITALS

Whereas, agencies of the state are expected to secure necessary services, such as fire protection and police services, from a single municipality to ensure timely response to emergencies and avoid duplication of effort; and

Whereas, agencies of the state shall make reasonable payments to municipalities for services directly provided by a municipality pursuant to Sec 70.119 Wis. Stats.; and

Whereas, the Board continues to require certain basic municipal services, including police and fire protection, in order to enable it to carry out its activities; and

Whereas, the Wisconsin Department of Administration has delegated to the Board the authority to negotiate the rates for said services pursuant to Sec. 70.119 Wis. Stats. (4), and

Whereas, the Board has contacted municipalities interested in providing municipal services to the entire fairgrounds; and

Whereas, West Allis has agreed to provide the required basic municipal services to the Board under the terms and conditions delineated below.

UNDERSTANDING

NOW, THEREFORE, the BOARD AND WEST ALLIS agree to the following:

1. **AUTHORITY:** This MOU is authorized by and incorporates by reference Sec. 70.119, Wis. Stats., which provides for the payments for municipal services to state agencies.
2. **EFFECTIVE DATE:** The Effective Date of this MOU shall be January 1, 2010.
3. **TERM:** The term of this MOU shall be for five (5) years, expiring on December 31, 2014. Subsequent one (1) year terms will be extended until terminated by the parties pursuant to the termination clause in Section 7.

4. **SERVICES:** The services provided to the Board by West Allis will be full fire protection, including services for fire fighting. The Board will also receive supplementary police protection with primary police coverage being provided by the Wisconsin State Fair Park Police Department.

5. **RATE FOR SERVICES:** The fee for the calendar year 2010, which will be paid in March 2011, is two-hundred thousand dollars, (\$200,000.00: \$131,080.00 for fire protection and \$68,920.00 for supplementary police services).

An additional \$30,000 will be available annually through a traffic and crowd control grant, as described in section 42.12 Wis. Stats.

This current yearly rate will be maintained for a period of five (5) years, through the calendar year 2014. The actual payment of fees will be made three (3) months after year's end, with the final payment of the initial term in March 2015.

Unless the option to extend the initial contract is exercised by both parties as allowed under Section 3, the yearly fee will be renegotiated for the service year 2015. The renegotiation process will begin fifteen (15) months prior to the end of the term (October 1, 2013) and be completed twelve (12) months prior to the end of the term, by December 31, 2013. The new rate will become effective for the 2015 service year, which will be paid in March 2016.

6. **SPECIAL NOTES:** The new rate is subject to change (increase) if any new, major buildings are constructed or acquired. For example, if the Board were to construct a hotel, municipal fees would increase proportionate to its value to the Fair Park's total building value or if the Wisconsin State Fair Park Exposition Center ceases to exist as a separate legal entity and becomes a component of State Fair Park, the Board's municipal fees will increase to the extent pilot fees have been previously agreed to by West Allis and the Wisconsin State Fair Park Exposition Center. The new rate is also subject to change (decrease) if any existing, major buildings are sold or destroyed. Currently, there are no anticipated changes in major buildings or structures of the Fair Park.

If land adjacent to the Milwaukee Mile is developed by a private party, the destruction of the building now on the property will not trigger a reduction in the municipal fee rate during the term of the agreement.

State Fair Park will submit a building inventory and values annually in March to West Allis. In addition, State Fair Park will provide the effective rate used by the State to determine municipal fees.

7. **TERMINATION:** Either party upon at least twelve (12) months notice to the other party may terminate this MOU. To avoid confusion, the intent is to provide notice no later than December 31, with an understanding that the agreement will end twelve (12) months later on December 31 of the following year. This period will coincide with West Allis' budget cycle and a typical one-year contract period for municipal services.

8. **AMENDMENT:** This MOU may be and can only be amended in writing by the parties.

IN WITNESS WHEREOF, the parties have executed this MOU.

WISCONSIN STATE FAIR PARK BOARD

CITY OF WEST ALLIS, WISCONSIN

By: Craig Barkelar
Craig Barkelar
Deputy Executive Director/CFO

By: Paul Ziehler
Paul Ziehler
City Administrative Officer and Clerk/Treasurer

Date: February 10, 2009

Date: February 23, 2009



MEMORANDUM

DATE: February 10, 2009

TO: Paul Ziehler
City Administrative Officer and Clerk/Treasurer
City of West Allis

FROM: Craig Barkelar *CB*
Deputy Executive Director/CFO
Wisconsin State Fair Park Board

SUBJECT: Municipal Fee Contract Approved

At its February 9, 2009 board meeting, the Wisconsin State Fair Park Board approved the municipal services contract covering the years 2010 through 2014. The vote on Board of Directors Resolution Number 004-09, which covered contracts exceeding \$25,000, was unanimous approval with one board member abstaining from a vote on the municipal services contract. The Board's newest member (City of West Allis Mayor Dan Devine) abstained from voting to avoid any appearance of a conflict of interest.

The State Fair Park Board looks forward to continuing its good relationship with the City of West Allis. I have enclosed two original contracts with my signature. After your Council approves the contract, please return one signed original contract to me at:

Craig Barkelar
Wisconsin State Fair Park
640 S. 84th Street
West Allis, WI 53214-1438

Please call me at (414) 266-7011 if you have any question or wish to discuss the contract further.

Thank you!

Enclosure