

## **PILOT AGREEMENT**

This Agreement, made and entered into by and between the **CITY OF WEST ALLIS**, a municipal corporation organized and existing under and by virtue of the laws of the State of Wisconsin, with principal offices at 7525 West Greenfield Avenue, West Allis, WI ("City"), and **ROGERS MEMORIAL HOSPITAL**, a Wisconsin corporation with principal offices located at 11101 W. Lincoln Ave., West Allis, WI ("Hospital").

**WHEREAS**, the following conditions currently exist:

**A.** Hospital is beneficial owner of the building and land located at 2424 S. 102nd Street in the City (the "Property") and uses the Property for outpatient treatment programs of the Hospital; and

**B.** Under the statutes of the State of Wisconsin, the Property is exempt from the imposition of general property taxes but will enjoy the same level of municipal services as provided to non-exempt commercial properties in the City; and

**C.** Rogers Memorial Hospital is willing to make a payment in lieu of taxes ("PILOT") for the Property to offset a portion of the value of the municipal services the Property will receive and benefit from.

**NOW, THEREFORE**, in consideration of mutual benefits, the parties agree as follows:

**A. Incorporation of Whereas Provisions.**

The parties agree that the foregoing whereas provisions are part of this Agreement.

**B. City Services.**

The City agrees to furnish governmental services and benefits to Rogers Memorial Hospital and the Property of the same type and to the same extent as are furnished from time to time, without cost or charge (except by means of property tax), to other commercial properties in the City.

**C. PILOT Assessment.**

1. The Property will be assessed each year for real property tax purposes in accordance with the assessment procedures of the State of Wisconsin, commencing January 1, 2024, and without regard to Rogers Memorial Hospital's eligibility for property tax exemption.

2. For all years commencing with 2024 and until termination as stated in Section F of this Agreement, Rogers will pay PILOT at the assessed value of the Property times the West Allis city tax rate.

3. In December, 2024, and each year thereafter, the City will send Rogers Memorial Hospital a statement for the PILOT due based upon the City's net tax rate in each such year.

4. Rogers Memorial Hospital will pay to the City the amount indicated in the statement on or before January 31<sup>st</sup> of the subsequent year.

5. Rogers Memorial Hospital shall have the right to contest the amount due on the statement as if it were a regular taxpayer, utilizing the same statutory procedures provided.

**D. Exempt Status.**

Rogers Memorial Hospital has represented to the City and the City has determined that Rogers Memorial Hospital and the Property will, at the present time, qualify for real property tax exemption under Wisconsin law. The City may review the Property's exempt status under Wisconsin Statutes Section 70.11 from time to time with the respective January 1<sup>st</sup> dates being the reference dates for those exemption reviews. If the City determines that the use or ownership of the Property has changed such that it no longer qualifies for exemption from property tax for the year in which the determination is made: (i) the City will provide notice of such determination to Rogers Memorial Hospital no later than May 15<sup>th</sup> of that year, (ii) this Agreement shall terminate with respect to that and any subsequent years for which the exemption no longer applies; and, (iii) if a PILOT payment has been made for that year, the City shall promptly refund such PILOT payment. If Rogers Memorial Hospital disagrees with the City's determination that the Property no longer qualifies for property tax exemptions, Rogers Memorial Hospital may challenge such determination by any procedure provided under Wisconsin law.

**E. Successors and Assigns.**

All of the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

**F. Term.**

This Agreement shall terminate effective December 31<sup>st</sup> of the year immediately prior to the year during which any of the following events occur:

1. The City determines that the Property no longer qualifies for property tax exemption pursuant to Section D of this Agreement.

2. Enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of property exempt from the general property tax or similarly situated owners of exempt property.

3. Repeal by the State of Wisconsin of the property tax exemption for the Property and other similarly situated property.

4. Sale or conveyance of the Property by Rogers Memorial Hospital to an unrelated third party.

**G. Amendment.**

The parties expressly reserve the right to modify and amend this Agreement from time to time as they shall mutually agree in writing executed by the parties.

**H. Governing Law.**

This Agreement shall be governed by the laws of the State of Wisconsin and any legal action concerning this Agreement shall be properly filed and maintained in the Milwaukee County Circuit Court. State of Wisconsin.

**ROGERS MEMORIAL HOSPITAL**

By: Cindy Neep  
On February 26, 2024

Attest: Abigail J. Daggett  
On February 26, 2024



**CITY OF WEST ALLIS**

Signed by:  
By: Mayor Dan Devine  
EC764736EE13470...  
On September 18, 2024

DocuSigned by:  
Attest: Rebecca N. Hill  
D21148EBD3754F9...  
On Sept 18, 2024

Approved as to form this  
7th day of May, 2024.

KDQ