

27



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
-------------	-------	--------

R-2006-0069 Resolution In Committee

Resolution approving Memorandum of Understanding between Wisconsin Exposition Center (WEC) and the City of West Allis for the formalization of the provision of basic municipal services and Payment In Lieu Of Taxes (PILOTS) related thereto.

Introduced: 3/7/2006

Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION *adopt*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
MAR 07 2006			Barczak	✓			
			Czaplewski	✓			
			Dobrowski				
			Kopplin				
		✓	Lajsic	✓			
			Narlock				
			Reinke				✓
			Sengstock				
			Vitale				
			✓ Weigel	✓			
		TOTAL		4			1

SIGNATURE OF COMMITTEE MEMBER

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION *adopt*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
3-7-06	✓	✓	Barczak	✓			
			Czaplewski	✓			
			Dobrowski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke <i>exc</i>				✓
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
		TOTAL		9	1		1



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2006-0069

Final Action:

MAR 07 2006

Resolution approving Memorandum of Understanding between Wisconsin Exposition Center (WEC) and the City of West Allis for the formalization of the provision of basic municipal services and Payment In Lieu Of Taxes (PILOTS) related thereto.

WHEREAS, state agencies 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, state agencies shall make reasonable payments to municipalities for services directly provided by a municipality; and,

WHEREAS, the WEC requires certain basic municipal services, including police and fire protection, in order to enable it to carry out its activities; and,

WHEREAS, the WEC has the authority to negotiate the rates for said services; and,

WHEREAS, West Allis has agreed to provide the required basic municipal services to the WEC for the PILOT as specified.

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\ADMR313

ADOPTED

March 7, 2006

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

APPROVED

March 9, 2006

Jeannette Bell, Mayor

MEMORANDUM OF UNDERSTANDING

BETWEEN

WISCONSIN EXPOSITION CENTER

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 Exposition Center (WEC) and the City of West Allis, Wisconsin (West Allis), to formalize provision of basic municipal services by West Allis to the WEC and Payment In Lieu of Taxes (PILOTS) related thereto.

RECITALS

Whereas, agencies 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 shall make reasonable payments to municipalities for services directly provided by a municipality; and

Whereas, the WEC 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 WEC has the authority to negotiate the rates for said services; and

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

UNDERSTANDING

NOW, THEREFORE, the WEC 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.
2. **EFFECTIVE DATE:** The Effective Date of this MOU shall be January 1, 2005. *December 1*
3. **TERM:** The initial term of this MOU shall be for ten (10) years, expiring on December 31, 2013. Subsequent one (1) year terms will be extended until terminated by the parties pursuant to the termination clause in Section 7. *3.*

4. **SERVICES:** The services provided to the WEC by West Allis will be full fire protection. The WEC will also receive backup police protection, with primary police coverage being provided by the Capitol Police.

5. **PAYMENT RATE AND SCHEDULE:** The PILOTS for the ten (10) calendar years shall be as follows:

YEAR	PILOT AMOUNT	PAYMENT SCHEDULE
2004	\$50,000	December 31, 2005
2005	\$50,000	June 30, 2006
2006	\$90,000	December 31, 2006
2007	\$90,000	\$45,000–June 30, 2007; \$45,000–December 31, 2007
2008	\$90,000	\$45,000–June 30, 2008; \$45,000–December 31, 2008
2009	\$120,000	\$60,000–June 30, 2009; \$60,000–December 31, 2009
2010	\$120,000	\$60,000–June 30, 2010; \$60,000–December 31, 2010
2011	\$120,000	\$60,000–June 30, 2011; \$60,000–December 31, 2011
2012	\$120,000	\$60,000–June 30, 2012; \$60,000–December 31, 2012
2013	\$120,000	\$60,000–June 30, 2013; \$60,000–December 31, 2013

These above-noted yearly rates will be maintained for a period of ten (10) years, through the calendar year 2013.

The PILOT will be renegotiated for the service year 2014 and beyond. The renegotiation process will begin eighteen (18) months prior to the end of the term (July 1, 2012) and be completed twelve (12) months prior to the end of the term (December 31, 2012). The new rates will become effective for the 2014 service year and beyond.

6. **SPECIAL NOTE:** The WEC acknowledges that it is located on State Fair Park grounds and that a unique relationship exists between the WEC and the State Fair Park Board. If at any time in the future when the WEC may transfer its ownership and operation to the State Fair Park Board, or any other organization/entity, the condition of the sale, transfer, or other change will require that the terms as outlined in this MOU must be assigned to the new party.

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 31st, with an understanding that the Agreement will end twelve months later on December 31 of the following year. This period will coincide with the City of 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 EXPOSITION CENTER

By: Samma Lutz

Date: 2/13/2006, 2005

CITY OF WEST ALLIS, WISCONSIN

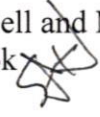
By: Paul H. Zeller
City adm. off / Clerk Treas

Date: 2/15, 2006



STEVEN J. HOOK
CHIEF

CITY CENTENNIAL
1906-2006

To: Honorable Mayor Bell and Members of the Common Council
From: Chief Steven J. Hook 
Date: March 17, 2006
Re: PFC Approval of MOU between CWA and Wisconsin Expo Center for provision of full fire protection

Attached, please find a copy of the West Allis Board of Police and Fire Commissioners' approval of the fire department's commitment to CWA Resolution R-2006-0069, which was approved by the Common Council on March 7, 2006. The resolution approves a Memorandum of Understanding between the City of West Allis and the Wisconsin Exposition Center (WEC) to formalize the provision of basic municipal services and a related Payment in Lieu of Taxes.

This MOU refers to the provision of full fire services, and is therefore relevant to Police and Fire Commission jurisdiction. Although the Common Council has already passed the resolution, PFC approval is still required since it affects fire department services. Also, since the WEC is located entirely within the City of West Allis and within our 9-1-1 jurisdiction, but on State Fair Grounds, PFC approval helps clarify the fire department's role in the provision of services.

This communication is provided for your information, only, and requires no action. Please contact me if you have any questions or concerns.

100 Years of Dedicated Service

7332 West National Avenue, West Allis, WI 53214, Phone: (414) 302-8900, Fax: (414) 302-8927
www.ci.west-allis.wi.us



STEVEN J. HOOK
CHIEF

CITY CENTENNIAL
1906-2006

To: Honorable Board of Police and Fire Commissioners
From: Steven J. Hook, Fire Chief *SH*
Re: Request to approve MOU between CWA and Wisconsin Expo Center for provision of full fire protection
Date: March 14, 2006

Attached, please find a copy of Resolution R-2006-0069, which was approved by the Common Council on March 7, 2006. The resolution approves a Memorandum of Understanding between the City of West Allis and the Wisconsin Exposition Center (WEC) to formalize the provision of basic municipal services and a related Payment in Lieu of Taxes.

This MOU refers to the provision of full fire services, and is therefore relevant to Police and Fire Commission jurisdiction. Although the Common Council has already passed the resolution, I believe your approval is still required since it affects fire department services and commitments. Also, since the WEC is located entirely within the City of West Allis and within our 9-1-1 jurisdiction, but on State Fair Grounds, your approval will help clarify our provision of services.

Therefore, with this communication, I am asking your approval of the Memorandum of Understanding between the City of West Allis and the Wisconsin Exposition Center (WEC) for the provision of basic municipal services and a related Payment in Lieu of Taxes.

Please contact me with any questions or concerns.

APPROVED BY: *[Signature]*
Board of Police and Fire Commissioners

DATE: 3/16/06