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(ITEM NO.) A resolution to transfer seven of Milwaukee County’s Water Utility customers and west water tower to the City of Wauwatosa, recommending adoption of the following:

A RESOLUTION

WHEREAS, as Milwaukee County government’s presence on the County Grounds has diminished over the years, the County has considered the possible transfer of its water utility to the City of Wauwatosa; and

WHEREAS, the Zoo Interchange mitigation projects for Swan Boulevard and Watertown Plank Road have revived these discussions largely due to the significant costs that would be borne by the County’s water utility customers for the relocation of water mains and other related infrastructure that is located within the Watertown Plank Road and Swan Boulevard rights-of-way; and

WHEREAS, in the fall of 2012, Milwaukee County (County) and the City of Wauwatosa (City) met to discuss the possibility of transferring the County’s water utility to the City and agreed to engage the Public Policy Forum (PPF) in a professional services agreement for the analysis of the pros and cons of transferring the County’s water utility to the City; and

WHEREAS, the County and City agreed to share equally in the \$20,000 cost of the contract and, in January of 2013, the County and City executed separate professional service agreements with PPF for the analysis; and

WHEREAS, due to the Wisconsin Department of Transportation’s (WisDOT) deadlines for submission of plans and specifications related to the reconstruction of Swan Boulevard and Watertown Plank Road forced PPF, with the permission of the County and City, to analyze those parts of the water system (described as Phase I and Phase II) directly impacted by the Swan Boulevard and Watertown Plank Road mitigation projects immediately with the remainder of the system (described as Phase III) to be analyzed separately in order for the County to meet WisDOT deadlines.

WHEREAS, the final report for Phases I and II was presented to the County and City in April of 2013, and subsequently, the County and City agreed to commence negotiations for the transfer of seven customers and the west water tower (Tower) to the City; and

43 WHEREAS, transfer of the seven water utility customers, which include the UWM
44 Real Estate Foundation's Innovation Park LLC, Milwaukee County's Camp Wil-O-Way
45 building on Underwood Parkway, UW Milwaukee County Cooperative Extension's
46 Urban Gardens, Milwaukee County's Fleet building, Wisconsin Lutheran College,
47 Milwaukee County Research Park Corporation (MCRPC) and Milwaukee County's
48 Children's Court Center, will result in a positive fiscal impact to Milwaukee County; and
49

50 WHEREAS, this positive fiscal impact is achieved by County receiving net
51 realized revenue the City would gain from the addition of the County's seven customers
52 to its water system, for a total savings to the County of approximately \$23,102 annually;
53 and
54

55 WHEREAS, the most significant fiscal savings would result from avoiding costs
56 related to the relocation of water utility infrastructure for the reconstruction of Swan
57 Boulevard and Watertown Plank Road and for the future demolition and reconstruction
58 of the Tower for a total approximate savings, to all County water utility customers, of
59 \$3,132,250; and
60

61 WHEREAS, based on the Public Policy Forum's report on the Phase I and Phase
62 II transfer of the seven water utility customers and Tower from the County to the City
63 and the subsequent negotiation of the proposed Memorandum of Agreement; and
64

65 WHEREAS, the Memorandum of Agreement includes the terms as follows:
66

- 67 1. This Agreement shall be for a term of 10 years. Ten years represents that length
68 of time required to defease the general obligation bonds issued by the County to
69 finance the Tower. Upon the conclusion of year ten, ownership of the Tower and
70 underlying land shall be transferred to WAUWATOSA at a cost of \$1.00.
71
- 72 2. During the term of the Agreement, WAUWATOSA shall pay MC an annual sum,
73 which will be the greater of \$20,000 or fifty-percent (50%) of the total net revenue
74 realized by the WAUWATOSA from the transfer of the seven water utility
75 customers to the WAUWATOSA's water utility system.
76
- 77 3. During the term of this Agreement, MC will retain the current cell antenna
78 revenue collected at this location. Any additional revenues from the siting of
79 additional cell tower equipment on the Tower will accrue to WAUWATOSA.
80
- 81 4. WAUWATOSA will maintain the Tower and MC shall provide WAUWATOSA with
82 technical support as necessary to effectuate transference of the Tower and
83 seven water utility customers.
84

- 85 5. As part of the transfer, MC agrees to execute an easement agreement with
86 Wauwatosa for the water mains that will become part of the WAUWATOSA
87 Water Utility through the transfer of the seven customers (as named in the
88 recitals) and the Tower.
89
90 6. MC and WAUWATOSA will negotiate costs for the capping, abandonment, valve
91 adjustments and cross-connections needed to complete Phases I and II.
92
93 7. Neither MC nor the seven customers transferred to WAUWATOSA shall be
94 responsible for any costs not directly associated with the provision of water
95 service or other services actually provided by WAUWATOSA to MC or those
96 customers.
97
98 8. MC and WAUWATOSA shall pursue the implementation of the recommendations
99 of the Public Policy Forum upon receipt of the Public Policy Forum's independent
100 analysis.
101
102 9. MC and WAUWATOSA agree to discuss the fire protection fee charged to MC
103 government as part of the next phase the water utility transfer

104
105 ; now, therefore,

106
107 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby
108 authorizes and directs the Director of the Department of Administrative Services,
109 Corporation Counsel, and Risk Management to negotiate, prepare, review, approve,
110 execute and record all documents and perform all actions required to enter into an
111 enter into a Memorandum of Agreement (Agreement) with the City of Wauwatosa for
112 the aforementioned terms related to the transfer of seven Milwaukee County water utility
113 customers and the west water tower to the City of Wauwatosa.

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