

**AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF  
MILWAUKEE AND THE VILLAGE OF MENOMONEE FALLS FOR THE  
PURCHASE OF WATER AT WHOLESALE**

This Amendment to the Agreement between the City of Milwaukee and the Village of Menomonee Falls for the Purchase of Water at Wholesale (“Amendment”) is made as of the \_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”) pursuant to Wis. Stat. §§ 66.0813(3)(b) and 66.0301 by and between the City of Milwaukee, operating as a water public utility (“Milwaukee”) and the Village of Menomonee Falls, operating as a water public utility (“Menomonee Falls”).

WHEREAS, As of August 6, 2008, Milwaukee and Menomonee Falls, executed an Agreement for the Purchase of Water at Wholesale (“Agreement”); and

WHEREAS, Under the Agreement, Menomonee Falls agreed to limit water service to an area delineated on a map attached to the Agreement as Appendix A and dated October 29, 1997; and

WHEREAS, Menomonee Falls seeks to expand the limits of the water service area; and

WHEREAS, The Village Board of Menomonee Falls approved this Amendment to the Agreement on \_\_\_\_\_, 2026; and

WHEREAS, By Resolution File No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2026, the Common Council of the City of Milwaukee authorized this Amendment to the Agreement.

Now, therefore, in consideration of the mutual covenants hereinafter expressed, it is agreed as follows:

1. Section I.(e) of the Agreement is amended to read:

(e) Service Area – Area to be served with water. The Service Area is delineated as “MKE Water Service Agreement Area (Amendment)” in the map attached as Appendix A – Amendment. Milwaukee makes no profession of service beyond the Service Area.

2. Sections II.(e) and (g)1.(a) of the Agreement are amended to read:

II. Menomonee Falls does on its part agree that:

(e) Subject to the following exceptions set out below, it will obtain all of its water from Milwaukee for distribution in the Service Area. This obligation is subject to the following exceptions:

\* \* \*

(g) It shall limit water service as follows:

1. (a) The area to be served for wholesale purposes under this contract shall be as defined in Section I.(e). No water purchased by Menomonee Falls under this Agreement may be resold or exchanged on a wholesale or retail basis outside this Service Area without the permission of Milwaukee.

3. Section II.(g)3. of the Agreement is amended by replacing “Appendix ‘A’” with “Appendix A – Amendment.”

4. All terms and conditions of the Agreement not inconsistent with the terms of this Amendment remain in full force and effect.

**CITY OF MILWAUKEE, operating  
as a Water Public Utility**

**VILLAGE OF MENOMONEE FALLS,  
operating as a Water Public Utility**

\_\_\_\_\_  
Mayor Cavalier Johnson

\_\_\_\_\_  
Jeremy Walz, Village President

\_\_\_\_\_  
City Clerk, James R. Owczarski

\_\_\_\_\_  
Amy, Dishinger, Village Clerk

COUNTERSIGNED:

COUNTERSIGNED:

\_\_\_\_\_  
City Comptroller, Bill Christianson

\_\_\_\_\_  
Mark, Fitzgerald, Village Manager

Approved as to form and execution:

Approved as to form and execution:

\_\_\_\_\_  
City of Milwaukee Assistant City  
Attorney

\_\_\_\_\_  
Village Attorney

2025-001966