



# City of West Allis

## Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
R-2003-0201	Resolution	In Committee
Resolution approving an agreement between the City of West Allis and Milwaukee County regarding the double-billing of the County's water and sewer bills.		
Introduced: 7/1/2003		Controlling Body: Public Works Committee

### COMMITTEE RECOMMENDATION

MOVER: Sengstock AYES 4 NOES 0  
SECONDER: Weigel EXCUSED Vitale  
COMMITTEE ACTION DATE 7/1/2003

### SIGNATURES OF COMMITTEE MEMBERS

[Signature] Chair  
Vice-Chair

### COMMON COUNCIL ACTION adopted

FINAL ACTION DATE 7-1-03

MOVER:  
Narlock

SECONDER:  
Lajszic

	AYE	NO
1. Barczak	<input checked="" type="checkbox"/>	
2. Czaplewski	<input checked="" type="checkbox"/>	
3. Kopplin	<input checked="" type="checkbox"/>	
4. Lajszic	<input checked="" type="checkbox"/>	
<del>5. Murphy</del>		
6. Narlock	<input checked="" type="checkbox"/>	
7. Reinke	<input checked="" type="checkbox"/>	
8. Sengstock	<input checked="" type="checkbox"/>	
9. Trudell	<input checked="" type="checkbox"/>	
10. Vitale	<input checked="" type="checkbox"/>	
<u>Weigel</u>	<input checked="" type="checkbox"/>	
TOTAL	<u>9</u>	<u>0</u>



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2003-0201**

**Final Action:**

*7-1-03*

Resolution approving an agreement between the City of West Allis and Milwaukee County regarding the double-billing of the County's water and sewer bills.

WHEREAS, Milwaukee County was double-billed by the City for the volumetric portion of the County's water and sewer bills for Greenfield Park since approximately 1987; and

WHEREAS, the City and the County have agreed that the sum of Fifty-nine Thousand Five Hundred Ninety-six and 48/100 dollars (\$59,596.48) represents a fair and equitable refund amount; and

WHEREAS, the County has requested that the refund amount be applied as a credit toward future water and sewer bills from the City to the County and such manner is agreeable to the City; and

WHEREAS, this agreement constitutes an accord and satisfaction of all claims concerning the double billing.

NOW, THEREFORE, BE IT RESOLVED that the Finance Manager/Comptroller be and is hereby authorized and directed to sign this agreement on behalf of the City to resolve this issue with the County as outlined above.

**ADOPTED**

*July 1, 2003*

*Paul M. Ziehler*

Paul M. Ziehler, CAO, Clerk/Treasurer

**APPROVED**

*July 3, 2003*

*Jeannette Bell*

Jeannette Bell, Mayor



**Greenfield Park**  
**Refund of Double-Billing from Deduct Meter**

	01-052-03100	01-052-0309					
	Master	Sub-sprinkler	Master				
	6" Meter	4" Meter	s/h/b	Double-			
PE	Consumption	Consumption	Billed for:	Billing	Water	City Sewer	MMSD Sewer
10/31/2002	8,750	5,255	3,495	5,255	\$ 5,150.87	\$ 3,415.75	6" meter is certified, so sewer charges are not based on reported consumption. MMSD charges are based on a fixed consumption that MMSD determined.
7/31/2002	4,409	2,129	2,280	2,129	\$ 2,063.00	\$ 1,383.85	
4/30/2002	262	0	262	0	\$ -	\$ -	
1/31/2002	369	0	369	0	\$ -	\$ -	
10/31/2001	6,518	2,222	4,296	2,222	\$ 2,077.59	\$ 1,322.09	
7/31/2001	3,437	1,704	1,733	1,704	\$ 1,663.10	\$ 1,013.88	
4/30/2001	(404)	0	(404)	0	\$ -	\$ -	
1/31/2001	1,000	0	1,000	0	\$ -	\$ -	
10/31/2000	5,575	2,509	3,066	2,509	\$ 2,381.67	\$ 1,241.96	
7/31/2000	3,743	1,039	2,704	1,039	\$ 1,000.56	\$ 493.53	
4/30/2000	342	0	342	0	\$ -	\$ -	
1/31/2000	797	0	797	0	\$ -	\$ -	
10/31/1999	11,310	4,315	6,995	4,315	\$ 3,636.77	\$ 1,726.00	
7/31/1999	8,662	3,364	5,298	3,364	\$ 2,792.12	\$ 1,345.60	
4/30/1999	(2,590)	0	(2,590)	0	\$ -	\$ -	
1/31/1999	3,674	0	3,674	0	\$ -	\$ -	
10/31/1998	5,987	3,576	2,411	3,576	\$ 3,123.42	\$ 1,341.00	
7/31/1998	8,357	2,226	6,131	2,226	\$ 1,847.58	\$ 834.75	
4/30/1998	5,150	1	5,149	1	\$ 0.79	\$ 0.38	
1/31/1998	2,500	0	2,500	0	\$ -	\$ -	
10/31/1997	3,680	2,540	1,140	2,540	\$ 2,184.40	\$ 787.40	
7/31/1997	2,044	1,678	366	1,678	\$ 1,443.08	\$ 520.18	
4/30/1997	700	0	700	0	\$ -	\$ -	
1/31/1997	981	0	981	0	\$ -	\$ -	

\$29,364.95   \$15,426.36

Estimate of additional 3 years (Milw Cty)   \$10,882.44   \$ 3,922.74

**Total Estimated Loss**   \$40,247.39   \$19,349.10   \$


**59,596.48**

Meter was set in 1987

Per Jeff Butson @PSC--for an error in customer's favor, we are required to go back 6 years. If in the utility's favor, we are required to go back 2 years. However, he said it's best to "make it right by the customer" if there is data available, Milwaukee County has data back to 1994 so we will go back the 6 years that PSC requires, plus the additional 3 years of data that Milwaukee can provide for a total of 9 years out of the 16 years since the meter was set.

Per Jill Organ @ Milwaukee County Department of Public Works on 4/3/03, they will accept the above amounts and would like the refund applied as a credit towards future bills, rather than a refund check.

# MEMORANDUM

**TO:** Kris Moen  
**FROM:** Scott E. Post   
**DATE:** June 4, 2003  
**SUBJECT:** Agreement Between City of West Allis and Milwaukee County

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Attached is a draft of an Agreement between the City of West Allis and Milwaukee County regarding the double billing of the County's water and sewer bills. Please review it to make sure that it encompasses all that you agreed to.

Procedurally, I would suggest that this matter be submitted to the Common Council for their approval and that as part of the approval resolution, the specific person authorized to sign on behalf of the City be named in the resolution. I would suggest either Paul Ziehler or Gary Schmid.

SEP:da  
Attachment  
Scott/Memo/Agreement-KMoen

AGREEMENT

DRAFT

The City of West Allis ("City") and the County of Milwaukee ("County") hereby agree as follows:

1. The County was double-billed by the City for the volumetric portion of the County's water and sewer bills since approximately 1987.
2. The City and the County have agreed that the sum of Fifty-nine Thousand Five Hundred Ninety-six Dollars and 48/100 (\$59,596.48) represents a fair and equitable refund amount.
3. That the \$59,596.48 due and owing from the City to the County shall be applied as a credit toward future water and sewer bills from the City to the County.
4. That this agreement constitutes an accord and satisfaction of all claims concerning the double billing referred to in paragraph 1.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2003.      Dated this \_\_\_\_ day of \_\_\_\_\_, 2003.

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Susan Baldwin, Director  
Milwaukee County Parks