



**CITY OF NEW BERLIN
UTILITY COMMITTEE MEETING**

Tuesday, August 23, 2022

4:45 PM

ZOOM MEETING

<https://us02web.zoom.us/j/85381787127>

The Utility Committee has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

Any comments that the public wishes to make may be communicated to the city via email at citizencomments@newberlin.org and will be forwarded to the Mayor and City Council. Interested parties may also participate by:

- Downloading the ZOOM app located at <https://zoom.us/> and utilize this unique ID to join: 853 8178 7127
- Following this direct link to the meeting: <https://us02web.zoom.us/j/85381787127>
- Dial your local number: 312) 626-6799 and use Meeting ID: 853 8178 7127

AGENDA

CALL MEETING TO ORDER

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

APPROVAL OF MINUTES

1. Approval of June 28, 2022 Utility Committee Minutes

NEW BUSINESS

2. UT 17-22 PPI/I Pipe Bursting Lateral Repair Project. Recommend to the Common Council to approve the Professional Services agreement for R.A. Smith, Inc., in the amount of \$145,245.00 for construction engineering services, administration and inspection services and project close out needed to complete this repair project
3. UT 18-22 Approve a \$666,666, ten (10) year sewer utility loan to the City, interest rate of 3%. Proceeds to fund the second installment of the Waukesha Water Intergovernmental Agreement.
4. UT 19-22 Approve a \$5.5 million, twenty (20) year loan to the Water utility, interest rate of 3%. Proceeds to fund the water main replacement project on Moorland Road.

UPDATES

5. Moorland Road Water Rehabilitation Project Information Update
6. Utility Department Presentation

ADJOURN

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that members of and possible a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Clerk Rubina R Medina (262) 786-8610.



**CITY OF NEW BERLIN
UTILITY COMMITTEE - MINUTES
Tuesday, June 28, 2022**

Regular Meeting

Zoom Meeting

4:45 PM

Please note: Minutes are unofficial until approved by the Utility Committee at the next regularly scheduled meeting.

The Utility Committee has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

To participate in the meeting, view the meeting, and/or ask questions, the public was able to do so by downloading the ZOOM app located at <https://zoom.us/> and utilize Meeting ID # 880 9044 0547: to join.

All votes were taken via a voice roll call vote.

CALL MEETING TO ORDER

Alderman Harenda called the meeting to order at 4:47PM

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Present: Alderpersons, Harenda, Garrigues and Commissioner Anderson
Commissioner Nissen arrived at 4:53PM

Also Present: City Attorney Mark Blum, Alderwoman Kroupa, Utility Manager Jim Hart, Utility and Deputy City Clerk Sherri Hanson

APPROVAL OF MINUTES

ITEM: May 11, 2022 Utility Committee Meeting Minutes

MOTION: Motion to approve the May 11, 2022 Utility Committee Meeting Minutes

VOTE: Motion by: Alderman Garrigues
Second by: Commissioner Anderson
Motion Passed 3-0

NEW BUSINESS

ITEM: UT 12-22 Recommend to the Common Council to approve the Milwaukee Metro Sewerage District (MMSD) Funding Agreement for the Private Property Infiltration and Inflow (PPI/I) in an amount not to exceed \$1,586,000.00.

Utility Manager, Jim Hart answered questions regarding the 70 houses affected by the Agreement in the Regal South and Hearthridge Subdivisions

VOTE: Motion by: Alderman Garrigues
Second by: Commissioner Anderson
Motion Passed 4-0

ITEM: UT 13-22 Recommend to the Common Council to approve Resolution #22-08. Compliance Maintenance Annual Report (CMAR) for reporting year 2021.

Utility Manager Jim Hart stated the report is filed yearly and there have been little changes

MOTION: Motion to recommend to Common Council to approve Resolution #22-08. Compliance Maintenance Annual Report (CMAR) for reporting year 2021.

VOTE: Motion by: Commissioner Nissen
Second by: Commissioner Anderson
Motion Passed 4-0.

UPDATES

ITEM: Moorland Road Water Rehabilitation Project Information Update

Utility Manager provided an update on the progress of the project.

ADJOURN

.

MOTION: Motion to Adjourn at 5:08PM

VOTE: Motion by: Alderman Garrigues
Second by: Commissioner Nissen
Motion Passed 4-0.

*Respectfully Submitted,
Sherri L Hanson
Deputy City Clerk*

UTILITY STAFF REPORT

EXECUTIVE SUMMARY

CUSTOMER/PROJECT:

PPI/I Pipe Bursting Lateral Repair Project

LOCATION:

Regal Manor South

Hearthridge

Hearthridge South

PROJECT DESCRIPTION:

This project consists of repairing PPI/I locations in seventy (70) homes that are in need of being repaired due to infiltration.

REQUEST:

To approve the Professional Services Contract for construction engineering services, administration services and inspection services for the PP I/I Pipe Bursting Lateral Repair Project.

UTILITY MANAGER RECOMMENDATION:

Recommend to the Common Council to approve the Professional Services Agreement for R.A. Smith, Inc., in the amount of \$145,245.00 for construction engineering services, administration and inspection services and project close out needed to complete this repair project.

DETAILS IN ATTACHED STAFF REPORT

**CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT**

PPI/I Pipe Bursting Lateral Repair Project

DATE STAFF REPORT CREATED: August 9, 2022

CUSTOMER/PROJECT NAME: PPI/I Pipe Bursting Lateral Repair Project

ISSUE/DESCRIPTION OF PROJECT:

This project consists of repairing PPI/I locations in seventy (70) homes that are in need of being repaired due to infiltration located in the Regal Manor South, Hearthridge and Hearthridge South subdivisions.

REQUESTED ACTION:

Recommend to the Common Council to approve the Professional Services Agreement for R.A. Smith, Inc., in the amount of \$145,245.00 for construction engineering services, administration and inspection services and project close out needed to complete this repair project.

FISCAL IMPACT:

SOURCE OF FUNDS: Grant Funds

RATIONALE:

This project will reduce infiltration and inflow into the utility sanitary sewer system.

ATTACHMENTS: Contract

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE
FOR PROFESSIONAL SERVICES**

1. Introduction. This document (hereinafter referred to as “Terms and Conditions”) is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as “City”) and the Service Provider identified below (hereinafter referred to as “Service Provider”). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other Services, collectively referred to as the “Services” between the City and the Service Provider. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Service Provider and are not intended for the benefit of any other party.

2. Proposal. The Service Provider is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary.

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Service Provider agrees to provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with the professional practices of the profession.

4. Access to the Site. The City shall provide access to the Service Provider to work in and on City property.

5. Insurance. Service Provider shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the City may establish and require from time to time. Service Provider shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Service Provider agrees to require that the insurer list the City as an Additional Insured and to provide adequate evidence of said status through a liability insurance endorsement. Service Provider shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

6. Independent Service Provider. The parties warrant that no employer/employee relationship is established between the Service Provider and the City by virtue of the terms of this contract. It is understood by the parties hereto that the Service Provider is an independent

Service Provider and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

7. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Service Provider understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Service Provider shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Service Provider, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

8. Advertisements. Service Provider shall not identify the City as a client or customer of the Service Provider, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

9. Changes. In the event that the parties determine that a modification to the terms of the providing of these Services or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

10. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

11. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

12. Limitation on Liability. The City's liability to the Service Provider shall not exceed the sums paid by the City to the Service Provider under this contract. In addition, to the extent that the Service Provider seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinafter

shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Service Provider for its own negligence or intentional conduct.

13. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Service Provider may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

14. Termination of Contract. This contract may be terminated as follows:

- A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Service Provider shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Service Provider be entitled to any penalty for the termination nor shall the Service Provider be entitled to any payment for lost profits.
- B. *Termination for Cause.* If the City determines that the Service Provider has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Service Provider of any such deficiency and in the event that the Service Provider fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Service Provider will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Service Provider's failure to comply with the terms of the contract. Under no circumstances shall the Service Provider be entitled to any lost profits arising from the contract.

15. Conflicts. If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply.

16. Hold Harmless. The Service Provider will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Service Provider's performance of the work under these Terms

and Conditions and the attached Scope of Services. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

17. Indemnity. The City shall not be liable for failure on the part of the Service Provider or any other party performing under this contract in accordance with all applicable laws and regulations. Service Provider waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of or in any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

18. Working Hours. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

19. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and represents the complete understanding of the parties with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

CITY:
City of New Berlin

SERVICE PROVIDER:

R. A. Smith, Inc.

[Insert Service Provider Name]

By: _____

[Print Name & Title]

By: _____

Benjamin High, P.E. - Project Manager

[Print Name & Title]

By: _____

Title: _____

Date: _____

ADDENDUM TO CITY OF NEW BERLIN CONTRACTS

This Addendum is made and entered into and shall be considered an attachment to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal restrictions related to the City's receipt of Coronavirus Local Fiscal Recovery Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. No City contractor or employee shall operate any machinery or vehicle while utilizing a smart phone, including, but not limited to, the use of any cellular phone or texting.
2. All City employees and contractors, while engaged in the performance of City business or acting consistent with the performance of services under a contract with the City shall utilize seatbelts and any other safety devices related to the operation of a motor vehicle.
3. City employees or contractors whose duties and responsibilities are funded through the Coronavirus State and Local Fiscal Recovery Funds agree that they will not engage in any lobbying activities while in the course of providing services on behalf of the City of New Berlin, as restricted under the Hatch Act, 5 USC Sec. 1501-1508. No funds appropriated under the Coronavirus State and Local Fiscal Recovery Act shall be utilized for lobbying, and no political payments shall be made through the use of said funds.
4. All City employees and contractors, while in the performance of duties on behalf of the City shall abide by all local, state and federal regulations concerning the ingestion of controlled substances and shall not violate such Statutes or Ordinances. The City shall enforce drug free workplace standards and provide awareness programs for Staff. The City shall further agree to take action regarding individuals using drugs in the workplace according to law.
5. All City employees and contractors, in the course of performing of their duties on behalf of the City, shall, to the extent applicable, comply with the provisions in Wisconsin Statute Sec. 19.59 regarding conflicts of interest, as well as City of New Berlin Municipal Code Chapter 28 regarding ethics. Specifically, no City employee or contractor shall accept or solicit money or tangible personal property or otherwise receive consideration in exchange for the agreement to enter into a contract with a third party.
6. City employees shall avoid the acquisition of unnecessary items or property on behalf of the City.
7. City employees shall, to the extent applicable, engage in value engineering as part of any construction work performed on behalf of the City.
8. Contracts shall only be awarded to responsible contractors with experience in performing the services being contracted for.

9. City contracts shall avoid compensating for contractor work performed on a time and material basis and, to the extent practicable, shall have fixed-price contracts.
10. The selection of a contractor by the City should be done in an atmosphere of open and honest competition.
11. In the course of public bidding involving the purchase of equipment, the City shall not specify only a brand name for the purpose of limiting potential contracting parties.
12. The City shall verify that any entity with which it is contracting has not been excluded for contracting pursuant to 2 CFR 180.

July 20, 2022

Mr. Jim Hart
Utility Manager
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151

SENT VIA EMAIL

Re: Proposal for Professional Services
raSmith Project No.: 1224609

Dear Mr. Hart:

raSmith appreciates the opportunity to work with the City of New Berlin Utilities Department on the 2023 Regal Manor Lateral Rehab project. As your trusted advisor, we are committed to understanding your challenges and providing cost-effective and timely solutions.

Scope of Services

A. Public Outreach

raSmith plans to complete the following tasks as a part of this item:

1. Create and distribute initial resident letter for properties in project area.
2. Create and distribute property access waiver forms for property access and lateral rehab work.
3. Handle resident questions during the duration of the project.
4. Work with the MMSD on public outreach documents review.
5. Collect and file resident related documents that will be needed for the MMSD reimbursement requests.

B. Project Bidding Documents

raSmith plans to complete the following tasks as a part of this item:

1. Create project specifications.
2. Create project exhibits.
3. Create bid advertisement.
4. Publicly bid project using Quest online bidding.
5. Create a bid summary of bidding results.
6. Create a project award recommendation letter.



Mr. Jim Hart
Utility Manager, City of New Berlin
Page 2 / July 20, 2022

7. Coordinate and facilitate the MMSD review of bidding documents, bid results, and award recommendation letter.

C. Construction Inspection

raSmith plans to supply a full-time construction inspector onsite for the duration of the field work for this project. Other tasks that will be completed as a part of this item are as follows:

1. Coordinate and facilitate Contractor efforts.
2. Create and supply the City with pay applications.
3. Track project quantities.
4. Collect and file information that will be needed for the MMSD reimbursement requests.

D. MMSD Summary Report

According to the City's existing funding agreement with the MMSD, a summary report at the end of the project is required. raSmith plans on completing this report as a part of this proposal.

Completion Schedule

The field work portion of this project will likely occur in Spring of 2023. Following the completion of the field work, the MMSD summary report will be completed within 60 days.

All work with this project is anticipated to be completed prior to the expiration of the funding agreement which is **December 31, 2023**.

Professional Fees

The above services will be provided based on a time and materials basis not to exceed **\$145,295.00**. Services will be billed each month based on the work completed.

Usual and customary expenses such as mileage, printing, delivery, and postage are not included in the fee and will be billed at cost as a reimbursable expense.

Client Responsibilities/Assumptions

The terms and conditions set forth herein are valid for 120 days from the date of this proposal and are conditioned upon our completion of all services within 365 days.

If you would like to authorize raSmith to proceed with your project, please sign the proceeding General Terms and Conditions of Service for Professional Services and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. We look forward to working with you on this project.



Mr. Jim Hart
Utility Manager, City of New Berlin
Page 3 / July 20, 2022

If you have any questions, please contact me at (262) 317-3273 or ben.high@rasmith.com.

Sincerely,
raSmith

A handwritten signature in black ink, appearing to read 'Benjamin G. High'.

Benjamin G. High, P.E.
Project Manager

Enclosure:



June 28, 2022

TO: Utility Committee

FR: Ralph Chipman, Finance Director

Issue:
Sewer Loan to City

Requested Action:

Approve a \$ 666,666, 10 year sewer utility loan to the City, interest rate of 3%.
Proceeds to fund the second installment of the Waukesha Water intergovernmental agreement

Fiscal Impact:

Interest income of \$121,107 to the utility over the life of the loan.

Source of Funds:

Sewer Utility Cash Reserves

Rationale:

The intergovernmental payment is not an allowable use of bond proceeds by statute.
The City had to find an alternate method to fund this payment.

The inter-fund loan benefits both parties: the City saves on debt issue costs, gets a favorable interest rate, and can structure the debt repayment schedule to meet its cash flow projections, The sewer utility gets an attractive return on investment (3% compared to the latest LGIP rate of .61%) with total security.

A debt agreement and repayment schedule will be adopted similar to what was done in 2007 between the sewer and water utilities. The City will be looking to finance the final installment due Waukesha next year with another inter fund loan.

PROMISSORY NOTE

AMOUNT: \$666,666

Date: _____

FOR VALUE RECEIVED, the City of New Berlin, hereinafter referred to as "MAKER", promises to pay to the Sewer Utility, the principal sum of \$666,666, together with interest accruing thereon from the date hereof on the unpaid balance from time to time at a rate equal to three percent (3%) per annum for a term of ten years in accordance with debt service schedule which is attached hereto and marked Exhibit "A".

The unpaid principal balance of this Note together with all interest accrued thereon shall, at the option of the holder hereof, the City of New Berlin, become immediately due and payable if needed for the operations of the sewer utility of the City of New Berlin or if the City shall admit in writing its inability to pay its debts as they become due or files a voluntary petition in bankruptcy or an order is entered finding the MAKER bankrupt or if any proceedings are brought to appoint a Trustee, receiver or liquidator of all or any substantial part of its property or assets.

None of the provisions of this note may be changed, modified or waived except in writing signed by both the City of New Berlin on behalf of its Sewer Fund.

This Note may be prepaid at any time without penalty. Any prepayment shall be first applied to any accrued interest to the date of the prepayment and then to reduce the outstanding principal balance of the Note.

This Note is subordinate to any other loan obligations of the City of New Berlin.

This Note is Issued in accordance with Wisconsin Statute Sections 62.12, 67.03 and 67.12(12).

IN WITNESS WHEREOF the MAKER has caused this Note to be executed as of the date first written.

CITY OF NEW BERLIN

BY: _____

David Ament, Mayor

BY: _____

Rubina R. Medina, City Clerk

Exhibit A

City of New Berlin

2022 WASTEWATER LOAN TO CITY

\$666,666

ISSUE DATE 9/01/2022

DEBT SERVICE SECHEDULE

Principal Due: December 1

Interest Due: June 1 and December 1

<u>Year Due</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>P&I</u>
2023	53,000	3.00%	25,397	78,397
2024	59,900	3.00%	18,410	78,310
2025	61,450	3.00%	16,613	78,063
2026	65,000	3.00%	14,769	79,769
2027	66,000	3.00%	12,819	78,819
2028	69,000	3.00%	10,839	79,839
2029	69,800	3.00%	8,769	78,569
2030	71,900	3.00%	6,675	78,575
2031	74,000	3.00%	4,518	78,518
2032	<u>76,616</u>	3.00%	<u>2,298</u>	<u>78,914</u>
Total	666,666		121,107	787,773

CITY OF NEW BERLIN

2022 CIP - Waukesha Water IGA - Notes issued September 1, 2022

\$ 666,666

DATE	53,000 3.00%	59,900 3.00%	61,450 3.00%	65,000 3.00%	66,000 3.00%	69,000 3.00%	69,800 3.00%	71,900 3.00%	74,000 3.00%	76,616 3.00%	666,666	TOTAL	ANNUAL	YEAR
	12/1/2023	12/1/2024	12/1/2025	12/1/2026	12/1/2027	12/1/2028	12/1/2029	12/1/2030	12/1/2031	12/1/2032				
6/1/2023	1,193	1,348	1,383	1,463	1,485	1,553	1,571	1,618	1,665	1,724	15,000			
12/1/2023	54,193	899	922	975	990	1,035	1,047	1,079	1,110	1,149	63,397	78,397	2023	
6/1/2024		899	922	975	990	1,035	1,047	1,079	1,110	1,149	9,205			
12/1/2024		60,799	922	975	990	1,035	1,047	1,079	1,110	1,149	69,105	78,310	2024	
6/1/2025			922	975	990	1,035	1,047	1,079	1,110	1,149	8,306			
12/1/2025			62,372	975	990	1,035	1,047	1,079	1,110	1,149	69,756	78,063	2025	
6/1/2026				975	990	1,035	1,047	1,079	1,110	1,149	7,385			
12/1/2026				65,975	990	1,035	1,047	1,079	1,110	1,149	72,385	79,769	2026	
6/1/2027					990	1,035	1,047	1,079	1,110	1,149	6,410			
12/1/2027					66,990	1,035	1,047	1,079	1,110	1,149	72,410	78,819	2027	
6/1/2028						1,035	1,047	1,079	1,110	1,149	5,420			
12/1/2028						70,035	1,047	1,079	1,110	1,149	74,420	79,839	2028	
6/1/2029							1,047	1,079	1,110	1,149	4,385			
12/1/2029							70,847	1,079	1,110	1,149	74,185	78,569	2029	
6/1/2030								1,079	1,110	1,149	3,338			
12/1/2030								72,979	1,110	1,149	75,238	78,575	2030	
6/1/2031									1,110	1,149	2,259			
12/1/2031									75,110	1,149	76,259	78,518	2031	
6/1/2032										1,149	1,149			
12/1/2032										77,765	77,765	78,914	2032	

TOTALS 55,385 63,943 67,441 73,288 76,395 81,938 84,982 89,695 94,535 100,175 787,777 787,777

53,646 59,896 61,458 65,104 66,667 69,792 71,875 72,917 75,521



City of New Berlin

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 • www.newberlin.org

August 23, 2022

TO: Utility Committee

FR: Ralph Chipman, Finance Director

Issue: Sewer Loan to Water

Requested Action:

Approve a \$ 5.5 million, 20 year loan to the Water utility, interest rate of 3%. Proceeds to fund the water main replacement project on Moorland Road

Fiscal Impact:

Interest income of \$1,953,188 to the utility over the life of the loan.

Source of Funds:

Sewer Utility Cash Reserves

Rationale:

The inter-fund loan benefits both parties: the Water Utility saves on debt issue costs, gets a favorable interest rate, and can structure the debt repayment schedule to meet its cash flow projections, The sewer utility gets an attractive return on investment (3% compared to the latest LGIP rate of 1.55%) with total security.

A debt agreement and repayment schedule will be adopted similar to what was done in 2007 between the sewer and water utilities.

PROMISSORY NOTE

AMOUNT: \$5,500,000

Date: _____

FOR VALUE RECEIVED, the City of New Berlin, hereinafter referred to as "MAKER", on behalf of its Water Utility, promises to pay to the City of New Berlin Sewer Utility, the principal sum of \$5,500,000, together with interest accruing thereon from the date hereof on the unpaid balance from time to time at a rate equal to three percent (3%) per annum for a term of twenty years in accordance with debt service schedule which is attached hereto and marked Exhibit "A".

The unpaid principal balance of this Note together with all interest accrued thereon shall, at the option of the holder hereof, the City of New Berlin, become immediately due and payable if needed for the operations of the sewer utility of the City of New Berlin or if the City shall admit in writing its inability to pay its debts as they become due or files a voluntary petition in bankruptcy or an order is entered finding the MAKER bankrupt or if any proceedings are brought to appoint a Trustee, receiver or liquidator of all or any substantial part of its property or assets.

None of the provisions of this note may be changed, modified or waived except in writing signed by both the City of New Berlin on behalf of its Water Utility as well as its Sewer Utility.

This Note may be prepaid at any time without penalty. Any prepayment shall be first applied to any accrued interest to the date of the prepayment and then to reduce the outstanding principal balance of the Note.

This Note is subordinate to any other loan obligations of the City of New Berlin.

This Note is Issued in accordance with Wisconsin Statute Sections 62.12, 67.03 and 67.12(12).

IN WITNESS WHEREOF the MAKER has caused this Note to be executed as of the date first written.

CITY OF NEW BERLIN

BY: _____

David Ament, Mayor

BY: _____

Rubina R. Medina, City Clerk

Exhibit A

UT 19-22
Sewer Loan to Water

City of New Berlin

2022 WASTEWATER LOAN TO WATER

\$5,500,000

ISSUE DATE 9/01/2022

DEBT SERVICE SECHEDULE

Principal Due: December 1

Interest Due: June 1 and December 1

<u>Year Due</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>P&I</u>
2023	165,000	3.00%	207,488	372,488
2024	205,000	3.00%	160,050	365,050
2025	210,000	3.00%	153,900	363,900
2026	220,000	3.00%	147,600	367,600
2027	225,000	3.00%	141,000	366,000
2028	230,000	3.00%	134,250	364,250
2029	250,000	3.00%	127,350	377,350
2030	265,000	3.00%	119,850	384,850
2031	270,000	3.00%	111,900	381,900
2032	280,000	3.00%	103,800	383,800
2033	285,000	3.00%	95,400	380,400
2034	290,000	3.00%	86,850	376,850
2035	295,000	3.00%	78,150	373,150
2036	300,000	3.00%	69,300	369,300
2037	310,000	3.00%	60,300	370,300
2038	320,000	3.00%	51,000	371,000
2039	330,000	3.00%	41,400	371,400
2040	340,000	3.00%	31,500	371,500
2041	350,000	3.00%	21,300	371,300
2042	<u>360,000</u>	3.00%	<u>10,800</u>	<u>370,800</u>
Total	5,500,000		1,953,188	7,453,188

CITY OF NEW BERLIN
2022 CIP - Water Utility Moorland Road Project - Notes issued September 1, 2022

\$5,500,000

UT 19-22
Sewer Loan to Water

DATE	12/1/2023	12/1/2024	12/1/2025	12/1/2026	12/1/2027	12/1/2028	12/1/2029	12/1/2030	12/1/2031	12/1/2032	12/1/2033	12/1/2034	12/1/2035	12/1/2036	12/1/2037	12/1/2038	12/1/2039	12/1/2040	12/1/2041	12/1/2042	TOTAL	ANNUAL	YEAR
6/1/2023	165,000	205,000	210,000	220,000	225,000	230,000	250,000	265,000	270,000	280,000	285,000	290,000	295,000	300,000	310,000	320,000	330,000	340,000	350,000	360,000	5,500,000		
12/1/2023	3,713	4,613	4,725	4,950	5,063	5,175	5,625	5,963	6,075	6,300	6,413	6,525	6,638	6,750	6,975	7,200	7,425	7,650	7,875	8,100	123,750		
12/1/2024	168,713	3,075	3,150	3,300	3,375	3,450	3,750	3,975	4,050	4,200	4,275	4,350	4,425	4,500	4,650	4,800	4,950	5,100	5,250	5,400	248,738	372,488	2023
6/1/2024																					80,025		
12/1/2024		208,075	3,150	3,300	3,375	3,450	3,750	3,975	4,050	4,200	4,275	4,350	4,425	4,500	4,650	4,800	4,950	5,100	5,250	5,400	285,025	365,050	2024
6/1/2025																					76,950		
12/1/2025			213,150	3,300	3,375	3,450	3,750	3,975	4,050	4,200	4,275	4,350	4,425	4,500	4,650	4,800	4,950	5,100	5,250	5,400	286,950	363,900	2025
6/1/2026																					73,800		
12/1/2026				223,300	3,375	3,450	3,750	3,975	4,050	4,200	4,275	4,350	4,425	4,500	4,650	4,800	4,950	5,100	5,250	5,400	293,800	367,600	2026
6/1/2027																					70,500		
12/1/2027					228,375	3,450	3,750	3,975	4,050	4,200	4,275	4,350	4,425	4,500	4,650	4,800	4,950	5,100	5,250	5,400	295,500	366,000	2027
6/1/2028																					67,125		
12/1/2028						233,450	3,750	3,975	4,050	4,200	4,275	4,350	4,425	4,500	4,650	4,800	4,950	5,100	5,250	5,400	297,125	364,250	2028
6/1/2029																					63,675		
12/1/2029							253,750	3,975	4,050	4,200	4,275	4,350	4,425	4,500	4,650	4,800	4,950	5,100	5,250	5,400	313,675	377,350	2029
6/1/2030																					59,925		
12/1/2030								268,975	4,050	4,200	4,275	4,350	4,425	4,500	4,650	4,800	4,950	5,100	5,250	5,400	324,925	384,850	2030
6/1/2031																					55,950		
12/1/2031									274,050	4,050	4,200	4,275	4,350	4,425	4,500	4,650	4,800	4,950	5,100	5,250	325,950	381,900	2031
6/1/2032										284,200	4,275	4,350	4,425	4,500	4,650	4,800	4,950	5,100	5,250	5,400	51,900		
12/1/2032											289,275	4,350	4,425	4,500	4,650	4,800	4,950	5,100	5,250	5,400	331,900	383,800	2032
6/1/2033																					47,700		
12/1/2033												294,350	4,425	4,500	4,650	4,800	4,950	5,100	5,250	5,400	332,700	380,400	2033
6/1/2034																					43,425		
12/1/2034													299,425	4,500	4,650	4,800	4,950	5,100	5,250	5,400	333,425	376,850	2034
6/1/2035																					39,075		
12/1/2035														299,425	4,500	4,650	4,800	4,950	5,100	5,250	334,075	373,150	2035
6/1/2036																					34,650		
12/1/2036																					334,650	369,300	2036
6/1/2037																					30,150		
12/1/2037																					340,150	370,300	2037
6/1/2038																					25,500		
12/1/2038																					345,500	371,000	2038
6/1/2039																					20,700		
12/1/2039																					350,700	371,400	2039
6/1/2040																					15,750		
12/1/2040																					355,750	371,500	2040
6/1/2041																					10,650		
12/1/2041																					355,750	371,300	2041
6/1/2042																					355,750	371,300	2041
12/1/2042																					5,400	370,800	2042
TOTALS	172,425	218,838	230,475	248,050	260,438	273,125	304,375	330,588	344,925	366,100	381,188	396,575	412,263	428,250	451,825	476,000	500,775	526,150	552,125	578,700	7,453,188	7,453,188	

CITY OF NEW BERLIN

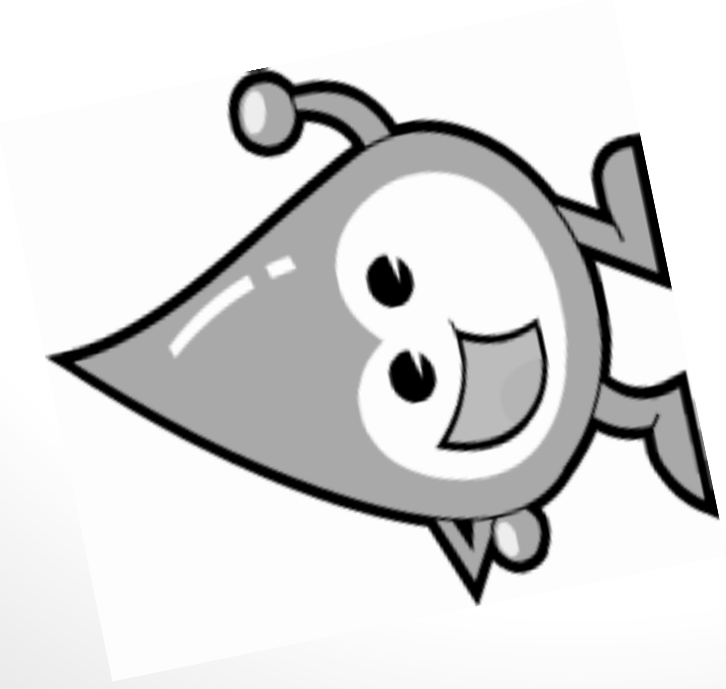
UTILITIES DEPARTMENT

Jim Hart
Utility Manager

Mark Welch
Utility Supervisor

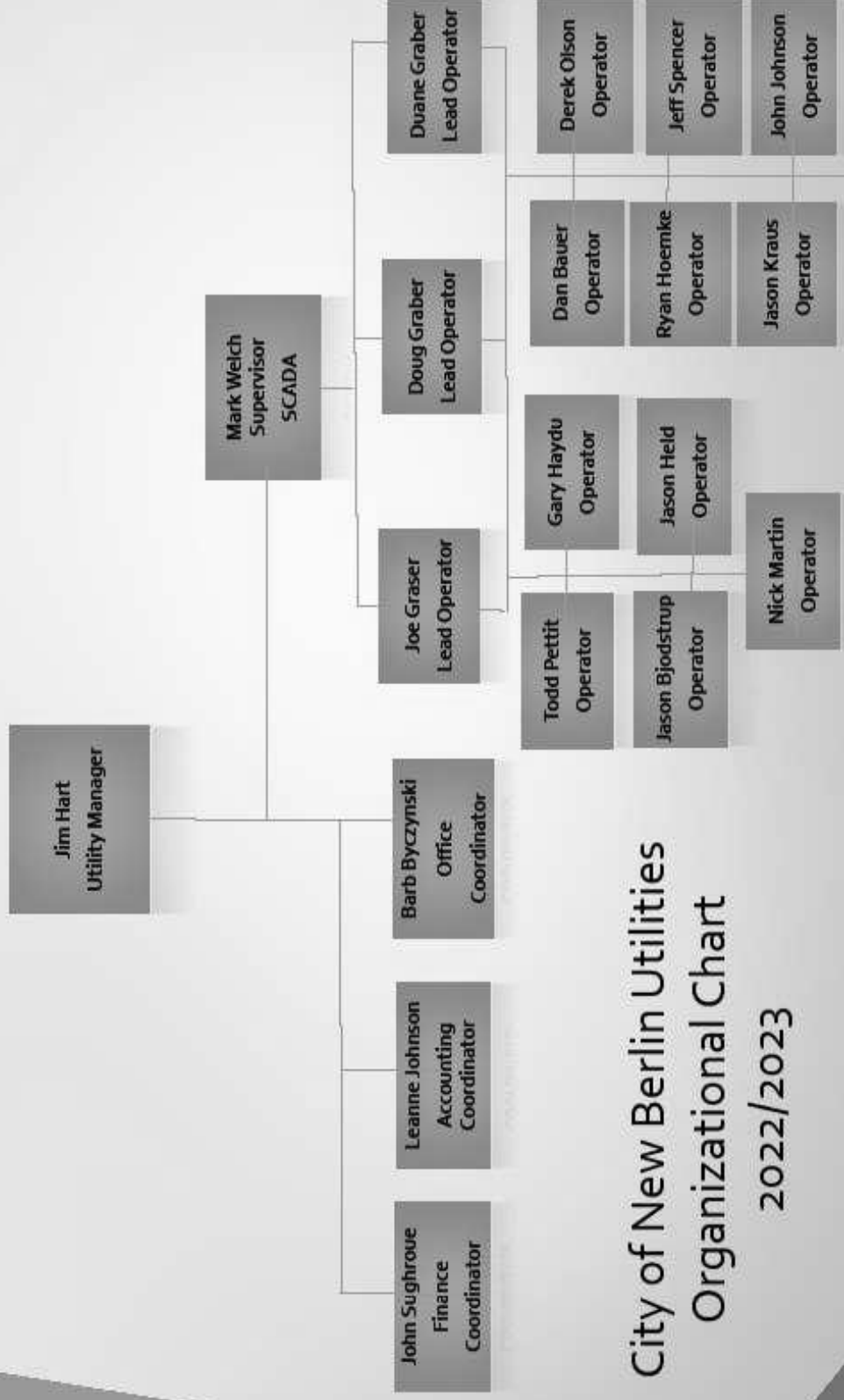
2022





UTILITY ADMINISTRATION & BILLING

DEPARTMENT STAFF



CHARGES

Residential Sewer Charges

Non-Metered Charges \$209.33
 (\$168.68 unit & connection charge, plus average volume of 17,995 per quarter calculated by MMSD)

Stormwater Charge: \$15.00

Metered:

Unit & Connection Charge - \$168.68 per quarter

Volume Charge - \$2.2588 per 1,000 gallons

*For duplex, add another \$99.07 unit charges per quarter

Availability Charges

All improved lots are charged for water and/or sewer availability.

Water Availability: \$8.00 per quarter

Sewer Availability \$69.61 per quarter

General Service - Metered Quarterly Charge - Water

5/8	Inch Meter	\$15.28	3	Inch Meter	\$101.15
3/4	Inch Meter	\$15.28	4	Inch Meter	\$166.32
1	Inch Meter	\$23.84	6	Inch Meter	\$245.00
1 1/4	Inch Meter	\$31.03	8	Inch Meter	\$368.62
1 1/2	Inch Meter	\$38.22	10	Inch Meter	\$530.45
2	Inch Meter	\$57.32	12	Inch Meter	\$692.27

NO CHANGES FOR 2022



Billing Periods:

1st Quarter	1-Jan to 31-Mar
2nd Quarter	1-Apr to 30-Jun
3rd Quarter	1-Jul to 30-Sep
4th Quarter	1-Oct to 31-Dec
Actual reading dates may vary.	

Please call for exact dates, if desired.

Volume Charge - Water

First 35,000 gallons used per quarter - \$4.25 per 1,000 gallons
 Next 465,000 gallons used per quarter - \$4.15 per 1,000 gallons
 Over 500,000 gallons used per quarter - \$3.30 per 1,000 gallons

Private Fire Connection Charge

1	Inch	\$12.00
2	Inch	\$12.00
3	Inch	\$21.00
4	Inch	\$36.00
6	Inch	\$72.00
8	Inch	\$114.00
10	Inch	\$162.00
12	Inch	\$210.00



WATER

GENERAL WATER INFORMATION

The City of New Berlin Water Utility Service area is serviced by Milwaukee Water Works. The current contract expires in 2029, with a maximum of 6.5 MGD at this time.

New Berlin has not had any active ground water wells since 2012.

GENERAL WATER INFORMATION

Average Daily Flows

Water: 2.616 MGD Purchased from Milwaukee

Sewer: 4.42 MGD Returned in our Sanitary System

Last Five Years Consumption:

2021 - 954,678,914 Gallons

2020 - 943,567,539 Gallons

2019 - 897,864,374 Gallons

2018 - 959,770,020 Gallons

2017 - 940,313,792 Gallons

GENERAL WATER INFORMATION

IN THE CITY OF NEW BERLIN THERE ARE:

- ▶ 174.75 Miles of Water Main Lines
 - ▶ 8,485 Water Services
 - ▶ 2,119 Fire Hydrants
 - ▶ 3,447 Main Line Valves
- ▶ 10,212 Water & Sprinkler Customers

GENERAL WATER INFORMATION



Meter Change-Out Intervals

15/20 Years	4 Years	2 Years
5/8" T10	1 - 1/2 T10	3" MACH10
3/4" T10	2" T10	4" MACH10
1" T10	2" MACH 10	

Cross Connection Inspection Intervals/Meter Change Outs:

Residential - Every 20 Years

Commercial/Industrial - Depends on the size of the water meter and the potential hazard risk of the business. Usually 1, 2 or 4 years in between inspections.

GENERAL WATER INFORMATION

- Softened water 2-4 grains of hardness
- Milwaukee water 8-12 grains of hardness
- New Berlin ground water 18-32 grains of hardness

New PSC Requirement – Type of service

- Lead & Copper Rule Revision

PUMP HOUSE INFORMATION



Grange Avenue Pump House
Milwaukee #1
12625 W. Grange Avenue
Standby generator on-site (#262)
Reserve capacity in towers and
reservoirs - 3.5 million gallons

These two pump houses supply water to the entire utility service area.

Together these booster stations can pump 6.336 MGD into our water system. Per our contract with Milwaukee Water Works, the utility is allowed 6.5 MGD.

All active pump houses and towers have 24 hour alarm system and camera monitoring.

Green Ridge Pump House #4
12400 W. Crawford Drive
Standby generator on-site (#260)
Manual by-pass switch installed in
Fall 2017 at both pump houses



PUMP HOUSE INFORMATION

Well #7

16450 W National Avenue

No standby generator on-site

Reservoir Capacity: 520,000 gallons

Built in: 1977

New booster pumps in 2022

Upgrade electrical system 2021



Valley View East Pump House
5155 S Sunny Slope Road
Standby generator on -site #255
Reservoir Capacity 538,000 gallons
Pump House built in: 1984
Tower Built in: 1984
Moved newer generator to site in 2022

PUMP HOUSE INFORMATION



Glen Park #2
3615 Cottonwood Road
Building was demolished, and property was sold in 2022

Rogers Drive Pump House #3
16100 W Rogers Drive
No Standby generator on-site
Reservoir Capacity 1,000,000 gallons
Built in: 1966
Electrical Transformer Upgrade in 2021



REQUIRED MAINTENANCE: WATER

Hydrant/Hydrant Valve

- Every public fire hydrant is inspected and/or operated at least once per year.
- Yellow caps on hydrants mean it is a private hydrant
- Yellow Reflective tape is put on hydrants for night time identification
- Repaired 141 hydrants in 2021

Mainline Valves

- The valves are inspected and/or operated every three (3) years. DNR has just changed this requirement to every 5-7 years, however, the Utility will continue to operate valves as if the three year requirement is in place for added reliability.



REQUIRED MAINTENANCE: WATER

DNR Survey

- Every three (3) years a representative of the DNR performs an inspection of all utility pumphouses, water towers and facilities to ensure the utility is in good working order.

Tower/Reservoir

- Every five (5) years all towers and reservoirs need to be cleaned and inspected. Reports for each need to be on file with the DNR.
- 2022 Inspection Completed By Dixon Engineering
- 2027 Painting and Tower Rehab Scheduled



REQUIRED MAINTENANCE: WATER

Water Samples

- 30 Coliform samples system wide/monthly
- 30 Lead & Copper samples, every three (3) years. The next testing will be in September 2023.
 - Last test was taken in 2020 and the results met all EPA MCL (Maximum Contaminant Level Allowed) requirement.

Unregulated Contaminant Monitoring Rule

- UCMR - 5: 2023

**See Consumer Confidence Report for actual test results.*

2021 WATER MAINTENANCE MONTHLY TOTALS

Assignment	Totals
Stop Box Inspected	115
Stop Box Repairs	13
Street Valves Inspected	847
Street Valve Operated	753
Meter Pulls Residential	669
Meter Pulls Comm/Industrial	404
New Meter Residential	3
Leak Tests	35
Final Reads	42
Hydrants Painted	105
Meter tested/Retired	1002
Cross Connection Reports	1068
Locates	5095

New Berlin
Utilities to
the Rescue!!



2021 MAJOR EXCAVATIONS

Water Main Breaks 11

Service Line Leak Repairs 7

Hydrant Replacements 2

Valve Repair/Replacements 8

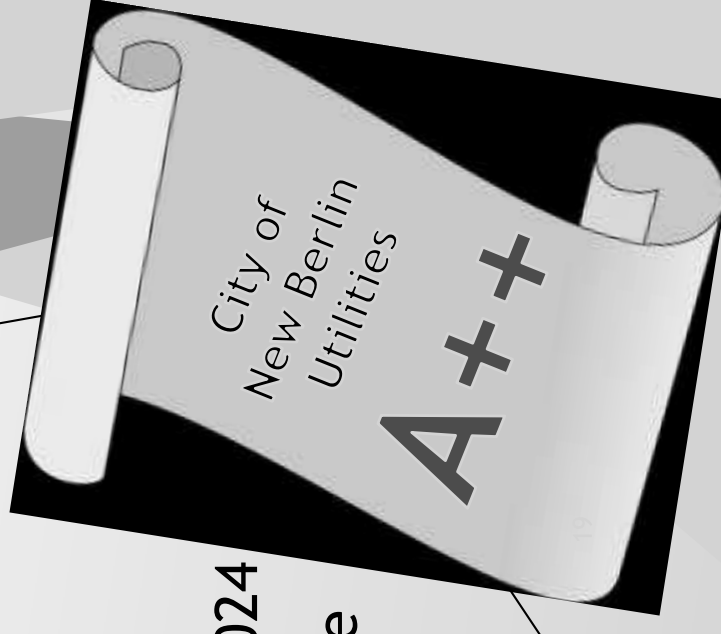


WATER UTILITY REPORTS

- ▶ Water Diversion Report Due March 1st. 
- ▶ Water Conservation Plan, Due March 1st. 
- ▶ Cross Connection Annual Survey Report, Due March 1st. 
- ▶ PSC Annual Report, Due March 31st. 
- ▶ Consumer Confidence Report (CCR), Due July 1st. 

In Progress:

- ▶ Lead and Copper Rule Revision, Due October 2024
- ▶ Risk and Resilience Report/Emergency Response
- ▶ Due 2026



METER READING

When are Meters Read?

Meters are read in the months of
February, May, August &
November

10,212 Radio Read Meters (RTR)
3 Manually Read Meters



Billing Periods:

1 st	Quarter: January 1 to March 31 st
2 nd	Quarter: April 1 st to June 30 th
3 rd	Quarter: July 1 st to September 30 th
4 th	Quarter: October 1 st to December 31 st

METER READING & DATA PROFILES

How Does Meter Reading Work?

After meter readings take place in February, May, August and November, all the readings are reviewed.

Normal Consumption:

Bill runs through normal process

Action Categories:

High Usage

Zero Usage

Consecutive Days Usage

CURRENT & UPCOMING WATER UTILITY PROJECTS



WATER UTILITY PROJECTS

2021

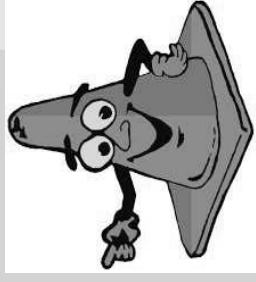
- Westmoor Farm Paving Project
 - \$100,000

2022

- Moorland Road Water Main Rehabilitation Project
 - \$6,683,545.00
- Well #7 Booster Pumps Replacement Project (from 2021)
- Demolished Glen Park Pump House - Sold Lot
- Finished Electrical Upgrade Project (from 2021)



MOORLAND ROAD WATER MAIN REHAB PROJECT

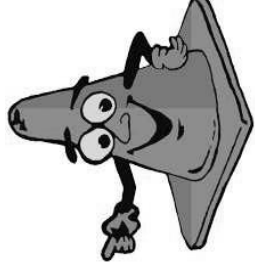


MOORLAND ROAD WATER MAIN REHAB PROJECT

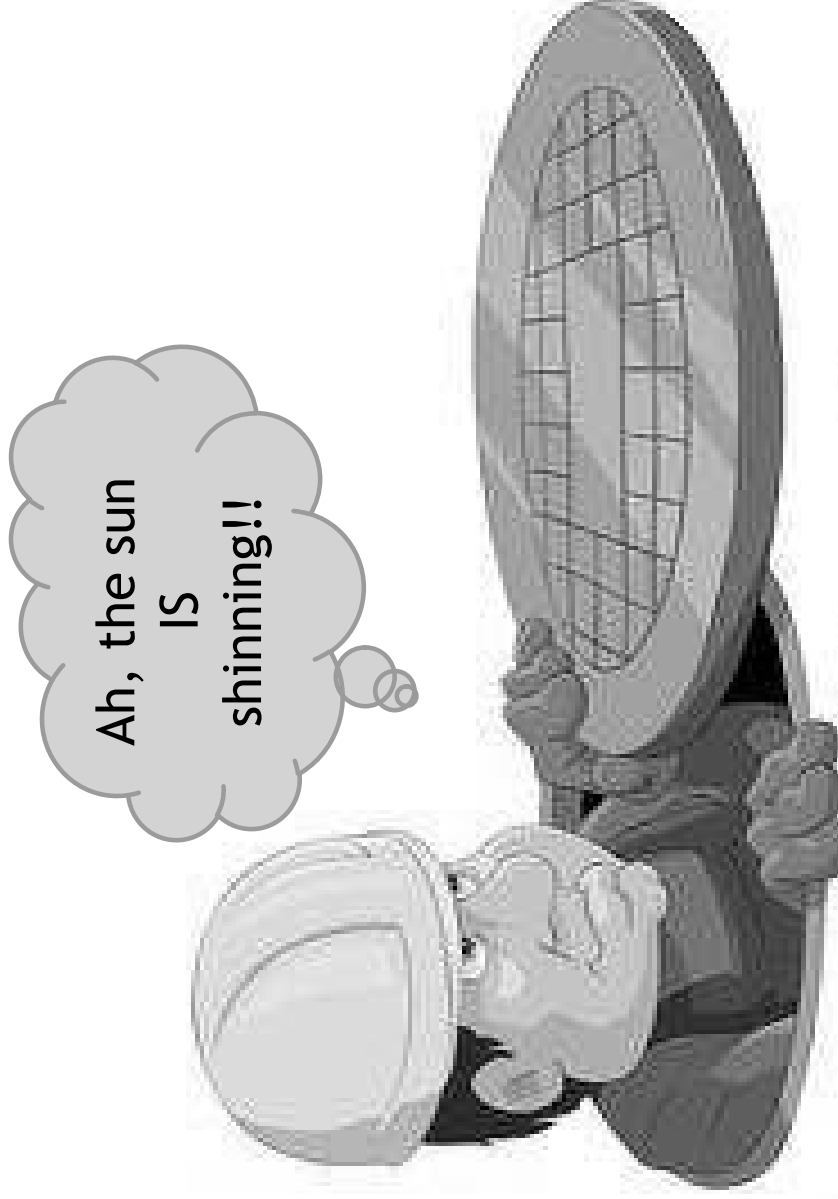


MOORLAND ROAD WATER MAIN REHAB PROJECT

Play Moorland Road Video Here



WASTEWATER



WASTEWATER INFORMATION

- ▶ 11,550 Wastewater Customers
- ▶ 183.4 Miles of Sewer Main
- ▶ 6 Miles of Force Main
- ▶ 4,605 Manholes in System



REQUIRED REPORTS

MMSD - CMOM Report

Capacity Management Operations and Maintenance Program



June 30th

DNR - CMAR Report

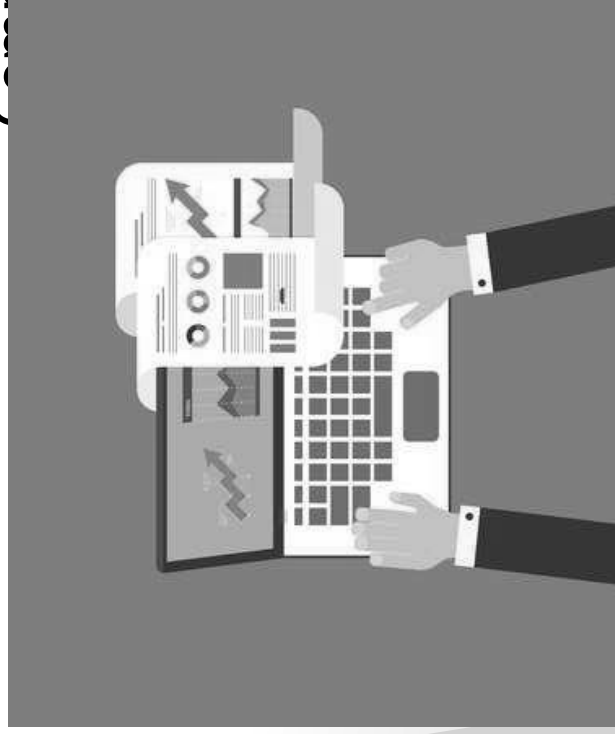
Compliance Maintenance Annual Report



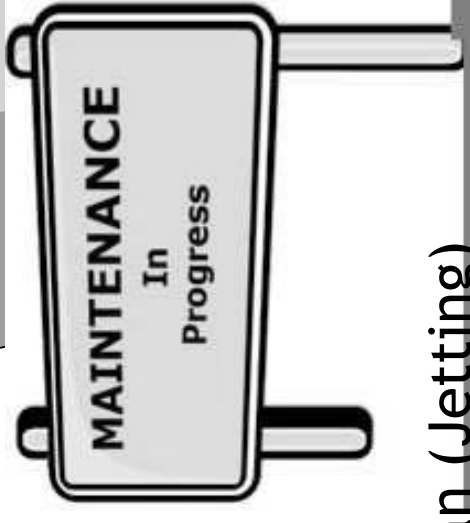
June 30th

Flow Monitoring

March 15th - October 15th



MAINTENANCE



Per agreement with MMSD, the Utility shall clean (Jetting) and CCTV (Closed Circuit TV) its entire service area every 5-7 years.

- ▶ Monthly & restaurant problem manhole inspection list - 26 Locations
- ▶ Quarterly problem manhole inspection list - 40 Locations
- ▶ Restaurant manhole inspection list - 12 Locations
- ▶ Customer request - Basement back-ups - 12 Locations

2021 SEWER MONTHLY MAINTENANCE TOTALS

Assignment	Totals
Sewer Line Cleaning	136,229
Manhole Cleaning	691
Sewer Lines CCTV'd	158,476
Manholes Inspected CCTV'd	775
Manhole Lid Change Out	18
Manholes Repaired	12
Restaurant Manhole Inspection	191
Monthly Problem Manholes	320
Quarterly Problem Manholes	160



CURRENT & UPCOMING SEWER UTILITY PROJECTS



SEWER UTILITY PROJECTS

2022

Westridge L.S. Upgrade
Project

\$1,480,600

Dye Water Testing Project

\$67,295.00

Rogers Drive Rehab Project

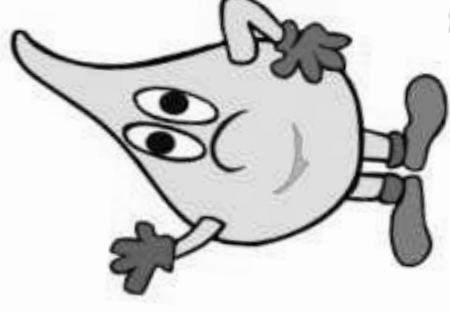
4372,865.00

2023

PPI/I Regal Manor

Lateral Rehab Project

\$1,586,000.00



WESTRIDGE LIFT STATION REHAB PROGRESS



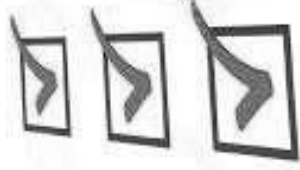
WESTRIDGE LIFT STATION REHAB PROGRESS



UTILITY PROJECTS

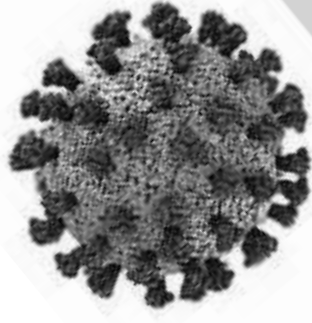


Westridge Lift Station Rehabilitation Project



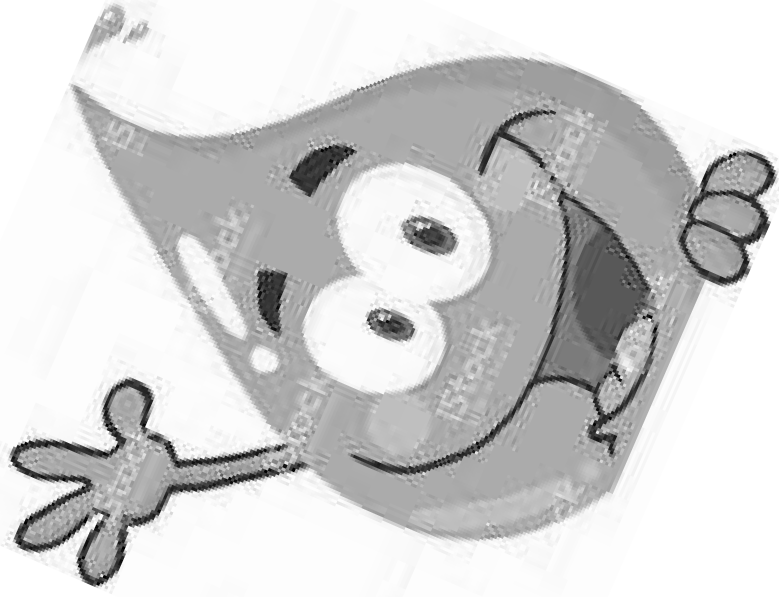
2021 COVID-19

- In home meter changes were cancelled/held to a minimum to avoid customer uneasiness.
- Staff continuously cleaned office, shop vehicles with bleach mixture and other disinfectants.
- Hand sanitizer was given to all staff for their work vehicles and around office for constant sanitizing.
- UV Germicide lights were used to kill bacteria on a bi-weekly basis in the office.
- Work schedules were scattered to avoid groupings of employees.
- Temperatures were taken on a daily basis.
- Face masks were worn.



- Continued protocol has been followed through 2021/22

City of New Berlin Utility Department



SEE YOU NEXT YEAR...

THE END