

OFFICIAL NOTICE AND AGENDA

Notice is hereby given that a public meeting will be held on the date, time and location shown below. Upon attaining a quorum of members, all items listed on the agenda shown below may be considered (discussed and/or acted upon).

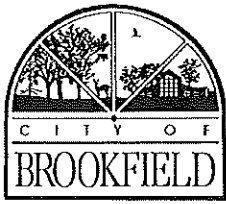
Regular / Special Meeting: **Water & Sewer Board**
Date and Time: **June 9, 2020 @ 7:00pm**
Location: **City Hall, 2000 N. Calhoun Road, Council Chambers**
Members: **Chris Blackburn – Chairman, Brad Blumer, Bill Carnell, Jenna Meza, Vacancy**

(NUMBER OF MEMBERS NEEDED TO MEET QUORUM REQUIREMENTS: 3 OF 5)

1. ROLL CALL
2. ANNOUNCEMENTS
 - a. The Next Regularly Scheduled meeting is Tuesday, July 14, 2020 @ 7:00 pm
3. MINUTES
 - a. Minutes of the May 12, 2020 meeting.
4. UNFINISHED BUSINESS
 - a. None
5. NEW BUSINESS
 - a. Approval of a grant Funding Agreement with the Milwaukee Metropolitan Sewerage District for televising sanitary sewer laterals as part of the Private Property Infiltration and Inflow Reduction program
6. ADJOURNMENT

THOMAS M. GRISA
DIRECTOR OF PUBLIC WORKS
POSTED: JUNE 5, 2020 @ 2:00 PM

ANY PERSON WHO HAS A QUALIFYING DISABILITY AS DEFINED BY THE AMERICANS WITH DISABILITY ACT THAT REQUIRES THE MEETING OR MATERIALS TO BE IN AN ACCESSIBLE LOCATION OR FORMAT, MAY CONTACT THE CITY CLERK AT (262)782-9650 OR 2000 NORTH CALHOUN ROAD, FOR ACCOMMODATIONS. REQUESTS FOR ACCOMMODATIONS FOR MEETINGS SHOULD BE MADE AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING. EVERY EFFORT WILL BE MADE TO ARRANGE ACCOMMODATIONS FOR ALL MEETINGS.



OFFICIAL MINUTES OF A WATER AND SEWER BOARD MEETING:

Regular / Special Meeting: Water and Sewer Board

Date and Time: Tuesday, May 12, 2020 at 7:00pm

Location: City Hall, 2000 N. Calhoun Road, Council Chambers

Members Present: Alderman Chris Blackburn-Chairman, Alderman Brad Blumer, Alderman Bill Carnell (via telephone), Alderman Jena Meza, and Alderman Jeff McCarthy

Members Excused: none

Others Present: Director of Public Works Tom Grisa, City Engineer Jeffrey Chase, Alderman Scott Berg, Alderman Mike Hallquist

1. Roll Call

Alderman Chris Blackburn noted a quorum present and called the Water and Sewer Board to order at 7:00pm.

2. Announcements

The Next Regularly Scheduled meeting will be held on Tuesday, July 14th, 2020 at 7:00pm.

3. Minutes of the April 14, 2020 meeting

Motion by Alderman Jeff McCarthy, second by Alderman Brad Blumer to approve the minutes of the April 14, 2020 Water and Sewer Board meeting. Motion carried 5-0.

4. Unfinished Business

a) None

5. New Business

a) Award of the 2020 Televisive Sanitary Sewer and Lateral project contract

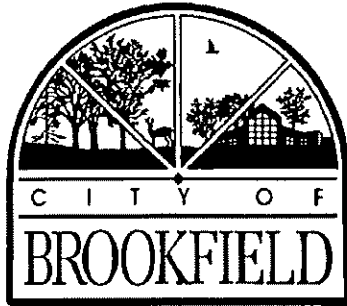
Mr. Grisa stated Northern Pipe completed the same work for the city last year and did a good job so staff recommends approval.

Motion by Alderman Brad Blumer, second by Alderman Jeff McCarthy to approve the award of the 2020 Televisive Sanitary Sewer and Lateral project contract. Motion carried 5-0.

6. Adjournment

Motion by Alderman Jeff McCarthy second by Alderman Jenna Meza to adjourn the meeting at 7:03pm. Motion carried 5-0.

Respectfully Submitted:
Tom Grisa
Director of Public Works



DIRECTOR OF PUBLIC WORKS

Thomas M. Grisa, P.E.

2000 North Calhoun Road

Brookfield, Wisconsin 53005-5095

(262) 782-9650 FAX (262) 782-1323

MEMORANDUM

TO: Common Council

FROM: Tom Grisa

SUBJECT: Televis Sanitary Sewer and Lateral project

DATE: May 27, 2020

The attached resolution provides for a grant to partially offset the costs for televising sanitary sewers and laterals as part of the 2020 project.

The grant is from MMSD for \$47,288. Normally we would apply this grant to lining of laterals but the MMSD has suspended that program temporarily to review the contracting process and specifications of the lining process.

In the meantime, staff recommends applying this grant to televising of the laterals in 2020.

RESOLUTION # _____ OF THE CITY OF BROOKFIELD, WISCONSIN

Committee: Water and Sewer Board
Committee Date: June 9, 2020
Committee Recommendation:

Public Hearing: n/a
Council Date:
Council Action:

***Acceptance of a grant from the Milwaukee Metropolitan
Sewerage District to Televis Sanitary Sewer Laterals***

WHEREAS, the Water and Sewer Board continues to support the private property infiltration and inflow reduction (PPIIR) program to reduce the frequency and severity of sanitary sewer overflows and basement backups, and

WHEREAS, the Milwaukee Metropolitan Sewerage District is willing to provide a grant to televise sanitary sewer laterals as part of the PPIIR program; and

WHEREAS, it is in the best interest of the City to enter into the Funding Agreement to reduce the costs for this work.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Brookfield that the Funding Agreement with the Milwaukee Metropolitan Sewerage District for Private Property Infiltration and Inflow Reduction is hereby approved, and

BE IT FURTHER RESOLVED, that the proper city official(s) be hereby authorized and directed to carry out the council's action.

APPROVED:

ATTESTED:

Steven V. Ponto, Mayor

Kelly Michaels, City Clerk

Adopted this [insert day] day of [insert month], [insert year].

Approved:

Mayor Steven V. Ponto

Attested:

City Clerk Kelly Michaels

Funding Agreement M10003BR10

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of Brookfield (Municipality) with its municipal offices at 2000 N. Calhoun Road, Brookfield, Wisconsin 53009.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system; and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration) and stormwater also enters lateral sewers from foundation drains, improper connections and other sources ("inflow"); and

WHEREAS, infiltration and inflow increases the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District wishes to fund measures to reduce I/I from private property.

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (Program) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (Policy).

Now, therefore, for the consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall end when the Municipality receives final payment from the District or December 31, 2021 (whichever occurs first), or when this Agreement is otherwise terminated as set forth herein.

2. District Funding

The District shall reimburse the Municipality for \$47,288 in costs for the private property I/I control work described in Attachment A ("the Work"). The total proposed project estimated cost of \$171,916 is offset by City funds. As outlined in the District Statement of Policy, the limit of funds available to the City for Planning, Investigative, and Design costs is \$47,288. The District funding shall be provided as a reimbursement upon submission of timely invoices and compliance with the terms of this Agreement. No reimbursement shall be made for expenses incurred prior to completion of this agreement. The Municipality shall identify the District as a

funder in informational literature and signage.

3. Procedure for Payment

The Municipality shall submit an invoice to the District for the amount to be reimbursed. Invoices should be submitted within a reasonable period of time of the expenses being incurred. All invoices shall be received prior to expiration of this agreement. The invoice should include documentation of all costs to be reimbursed. There are no consultant or municipal staff expenses related to this agreement. Construction pay applications require District review prior to payment of the contractor for the the expenses to be reimbursed by the District (The District will have 5 business days to approve a submitted construction application. If no response is received, the Municipality may proceed with payment of the contractor). Reimbursement requests and supporting documentation shall be submitted through the District eBuilder online application. Questions should be directed to the District SPM:

Jerome Flogel, P.E.
Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204 – 1446

Final reimbursement will not be provided until the project is complete and the Deliverables (Attachment B) have been received.

4. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance. The District will not reimburse for work that is not included in Attachment A (including all professional services and construction contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change processes.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change processes.

5. Permits, Certificates and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

6. Contract Terms and Conditions

The Municipality agrees to include the following terms and conditions in all construction contracts for the Work:

- a. Retainage: Retainage shall be held in compliance with Wis. Stat. §66.0901(9)(b), and shall not be released until the work is substantially complete inclusive of all Deliverables due the Municipality and the District.

7. Selection of Vendors

The selection of professional service providers must be performed in accordance with the Municipality's ordinances and policies.

All non-professional service work (i.e. construction, sewer inspection, post-construction restoration) must be procured in accordance with State of Wisconsin statutes and regulations and in accordance with the Municipality's ordinances and policies. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances. For all contracted work:

- a. Municipality shall provide the District with the opportunity to review and comment on specifications, terms and conditions prior to solicitation of bids, quotes or proposals; and
- b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract. The District reserves the right to reject vendors that have provided poor quality products or services on other projects funded by the District's Private Property Infiltration Reduction program.

8. Responsibility for Work

The Municipality is responsible for overseeing construction. The Municipality shall provide full time construction inspection for all Work activity. Each inspector shall attend training provided by District staff and be experienced, qualified, and certified for the scope of the Work.

9. Insurance

The District shall not provide any insurance coverage of any kind for the Work or the Municipality. Municipality shall ensure that all contractors have adequate insurance and name the Municipality and the District as additional insureds on Commercial General Liability Insurance.

10. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time, but will not receive any payment from the District if the Work is not completed.

11. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

12. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

13. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

14. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

15. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

16. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have authority to enter into contracts on the District's behalf.

17. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

18. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

**MILWAUKEE METROPOLITAN SEWERAGE
DISTRICT**

CITY OF BROOKFIELD

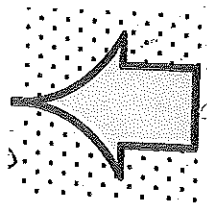
By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Steven Ponto
Mayor

Date: _____

Date: _____

Approved as to form:



Attorney for the District

ATTACHMENT A

Background

Over the past 20 years, the City has made major upgrades to its publicly owned sanitary sewer system. It has also made substantial and comprehensive repairs and rehabilitation of publicly owned sewers and manholes, and enforced ordinance provisions for maintenance of privately owned sanitary sewer systems for clear water reduction. Even so, during major rain events, City sewers have experienced high flows which are believed to be a result of Infiltration and Inflow (I/I) into the sanitary sewer; albeit, the severity and frequency of the high flows has been reduced because of the City's efforts on the public side of the system.

The City would like to further reduce the frequency and severity of these high flows during heavy rain events. Accordingly, the City of Brookfield has developed a Private Property Inflow/Infiltration Reduction (PPIIR) program in areas of the City that are served by the Milwaukee Metropolitan Sewerage District (MMSD). These efforts are expected to be covered by the MMSD PPIIR program and funding.

Investigations of private sanitary sewer laterals using video equipment looking for leaks in the laterals will identify where improvements can be made.

Scope of Work

The Scope of the Work Plan consists of inspecting sanitary sewer lateral lining in accordance with the PPIIR program manual and the City's PPIIR policy and program guidelines. At this time it is anticipated that up to 250 laterals will be inspected as part of this project.

City staff has performed a public outreach effort for this project by contacting property owners with the details of the investigation process, potential recommended improvements based on those inspections, and an opportunity to participate in the program. Multiple public information meetings were held to inform property owners about the program and encourage residents to sign up for the program.

City staff will administer the inspection contract as we contract out for bid the inspection work.

Procurement

The City follows public works bidding laws for procurement of this type of project, advertising the project for bid in the Milwaukee Journal Sentinel. Several plan rooms also pick up the plans and make them available for bidders. The City uses Quest for electronic disbursement of copies of plans and specifications for bidding purposes. The lowest responsible bidder is selected for award of the contract by recommendation from staff to the Water and Sewer Board and confirmation by the Common Council.

Schedule

The desired schedule is to initiate this Work Plan in the 2020 construction season and continue the work through the end of 2020.

Budget

A budget estimate of \$171,916 (the balance remaining to be programmed in our PPII account) is established for the implementation of recommended lateral investigation in 2020.

Goals and Anticipated Outcomes

It is the City's goal to implement improvements through this Work Plan at homes where laterals were inspected and ultimately implement recommended improvements (e.g. lining). This work will only be conducted where willing homeowners agree to participate in the program. There is an expectation that I/I from leaking sanitary sewer laterals will be reduced through this program.

Reporting

The City will provide a summary report to the District consisting of the number of homes where inspections have been made and the cost for said inspection well as the Deliverables as listed below.

Invoicing to District

Along with the report(s) mentioned above, the City will provide invoices to the District for this work. It is anticipated that invoices will be submitted at the end of the project so as not to invoice the District repeatedly for small dollar amounts. These invoices may or may not include costs for administration of the work. This will be assessed at a later date to determine if there are sufficient funds to cover the improvements with or without said administrative costs.

Attachment B

Deliverables

The City will provide the following to the District for expenses to be considered reimbursable for the completed Project Area:

1. Through the District SharePoint database or a spreadsheet using the District template, submission of participating parcels information including without limitation: property tax id., address, and column categories of work performed by property.
2. Samples of all public involvement/public education documents.
3. Draft specifications, plans, and bidding documents at minimum one week prior to bidding.
4. Final bid documents as advertised.
5. Bid results from all procurement processes associated with the project upon close of the bid process prior to award of contract.
6. Accurate schedule of field activities updated on a weekly basis.
7. Notification of public and project meetings with inclusion of the District in participation thereof.
8. Project final report with investigation reports, data, and recommendations.