



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Tuesday, September 13, 2022
7:15 PM
or Immediately Following the Committee of the Whole
Christine Nuernberg Hall

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. Sewer Utility District Commission - Regular Meeting - Aug 10, 2022 7:00 PM
- 3) Resolutions
Action requested: review and recommend approval
 - a. **RESOLUTION 3980** A Resolution Approving an Amendment to a Funding Agreement Between the City of Mequon and the Milwaukee Metropolitan Sewerage District, Increasing the Amount by \$726,343 for Sewer Lateral Work to Reduce Infiltration and Inflow from Private Property Sources
 - b. **RESOLUTION 3981** A Resolution Approving Award of a Contract to Install Building Sewer Lateral Clean-outs in the Riverdale Park Lift Station "F" Area to MJ Construction, Inc. of Milwaukee, Wisconsin, in the Amount of \$755,060
- 4) Adjourn

Dated: September 13, 2022

/s/ Andrew Nerbun, Mayor

.....
Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the City Administrator's Office at 262-236-2941, Monday through Friday, 8:00 AM – 4:30 PM



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SEWER UTILITY DISTRICT COMMISSION

Wednesday, August 10, 2022

7:00 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Commissioner Andrew Nerbun
Commissioner Glenn Bushee
Commissioner Mark Gierl
Commissioner Jeffrey Hansher
Commissioner Dale Mayr
Commissioner Brian Parrish
Commissioner Kathleen Schneider
Commissioner Robert Strzelczyk
Vacant Seat -- **Excused**

2) Approval of Meeting Minutes

a. Sewer Utility District Commission - Regular Meeting - Jun 14, 2022 7:15 PM

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Gierl

AYES: Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk

DEEMED NO: Seat

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3973** A Resolution Approving a Contract for the Preparation of Bid Documents for Sewer Lateral Repair Work in the Ranch Road Lift Station "E" Area to raSmith of Brookfield, Wisconsin, in the Amount of \$48,300

RESULT: **Approved by Voice Acclamation [Unanimous]**

Minutes Acceptance: Minutes of Aug 10, 2022 7:00 PM (Approval of Meeting Minutes)

MOVED BY: Commissioner Mayr
SECONDED BY: Commissioner Strzelczyk

AYES: Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk
DEEMED NO: Seat

b. RESOLUTION 3974 A Resolution to Adopt an Amended Water Quality Management Plan

Conversation ensued clarifying the next steps if the Commission approves the proposed amendment to the Mequon Sanitary Sewer Service Area to include three additional parcels over 93.33 acres

If the Resolution is approved by the Commission, it does not move on to tonight's Common Council agenda due to public hearing notice requirements. Instead a special Common Council public meeting will take place on August 29, 2022, at 7:30 PM in Christine Nurnberg Hall. If the Common Council formally approves the proposed amendment at the special meeting it will then move on to the following for their approval Southeastern Wisconsin Regional Planning Commission Meeting, The Wisconsin Department of Natural Resources and the Milwaukee Metro Sewage District.

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Hansher

AYES: Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk
DEEMED NO: Seat

c. RESOLUTION 3972 A Resolution Approving a Quit Claim Deed, a Temporary Construction Easement and a Statement of Non-Reimbursement with the Wisconsin Department of Transportation, in Connection with the Interstate-43 Freeway Expansion Project

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Schneider

AYES: Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk
DEEMED NO: Seat

4) Adjourn

A. New Section

5. Motion to Adjourn at 7:43 PM

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Schneider

Minutes Acceptance: Minutes of Aug 10, 2022 7:00 PM (Approval of Meeting Minutes)

AYES: Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk
DEEMED NO: Seat

Respectfully Submitted,

Karen Schlereth
Administrative Assistant

Minutes Acceptance: Minutes of Aug 10, 2022 7:00 PM (Approval of Meeting Minutes)



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 Mequon, WI 53092
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Office of Sewer Utility District Commission

TO: Sewer Utility District Commission
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: September 13, 2022
SUBJECT: RESOLUTION 3980 A Resolution Approving an Amendment to a Funding Agreement Between the City of Mequon and the Milwaukee Metropolitan Sewerage District, Increasing the Amount by \$726,343 for Sewer Lateral Work to Reduce Infiltration and Inflow from Private Property Sources

Background

The City of Mequon has the ability for the Milwaukee Metropolitan Sewerage District (MMSD) to reimburse eligible expenses that reduce infiltration and inflow from entering sanitary sewer building laterals. On August 26, 2021, the City of Mequon established a Funding Agreement in the amount of \$888,000 with the Milwaukee Metropolitan Sewerage District (MMSD) to implement sewer lateral work that reduces infiltration and inflow into building sewer laterals (see Exhibit A). This work includes consultant design and bid document preparation for (1) rehabilitation and grouting from mains, (2) locating laterals, (3) installation of external clean-outs, (4) rehabilitation and grouting from external clean-outs. Full-time inspection services are also required per the funding agreement.

The City has made progress and completed various stages of this work. The first three design contracts are completed. The contract to rehabilitate laterals from sewer mains was awarded to Visu-Sewer (#3566-22-G1) and is scheduled to begin once Visu Sewer's contract work on the mains is completed this fall (#2598-21). The contract to (sonde) locate laterals was completed by Northern Pipe this summer (#3566-22-S). To date, the Sewer Utility District Commission has awarded \$483,683.41, and is within the amount contained in the original funding agreement budget.

Additional contracts to install clean-outs on laterals by MJ Construction (#3566-22-C), and the contract to rehabilitate laterals from clean-outs are also anticipated for this fall (#3566-22-G2). For a summary of the contracts and fees, please see Exhibit B.

Analysis

MMSD has identified an additional \$726,343 that is available to the City of Mequon for eligible expenses (see Exhibit C). In 2022, the Mequon allocation from MMSD was \$229,351 and has not yet been assigned to a workplan or funding agreement (see Exhibit B). Eligible expenses include work outlined in the policy and current funding agreement. The next MMSD meeting to approve this allocation in the amount of \$726,343 as a change order to the original funding agreement is October 24, 2022.

Without an amendment to the funding agreement with MMSD, the City of Mequon Sewer Utility

District would be responsible for expenses not included in that funding agreement.

Fiscal Impact

The allocation of \$726,343 in addition to the funding agreement of \$888,000 results in a total allocation of \$1,616,343. This allocated amount ensures a fund balance available for the contract award to MJ Construction to complete contract work (#3566-22-C) that includes the installation of 117 clean-outs in the Riverdale Park Lift Station “F” Area in the amount of \$755,060. At this time, this does not include funding for the installations of 33 additional clean-outs in the Riverland Drive Lift Station “H” Area for an additional amount of \$300,815.

Recommendation

Staff recommends that the Sewer Utility District approve an amendment to the Funding Agreement with the Milwaukee Metropolitan Sewerage District to increase the amount by \$726,343, and to complete the associated sewer lateral work under a separate contract that is also recommended for approval on September 13, 2022.

Attachments:

Exhibit A - Funding Agreement (M10005-ME01) (PDF)

Exhibit B - Summary of Current Project Expenses (PDF)

Exhibit B1 - Summary of Projected Expenses (PDF)

Exhibit C - 2022 Statement of Intent (M10004) (PDF)

Exhibit D - Amendment (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3980

A Resolution Approving an Amendment to a Funding Agreement Between the City of Mequon and the Milwaukee Metropolitan Sewerage District, Increasing the Amount by \$726,343 for Sewer Lateral Work to Reduce Infiltration and Inflow from Private Property Sources

RECITALS

A. The City of Mequon has the ability for the Milwaukee Metropolitan Sewerage District (MMSD) to reimburse eligible expenses that reduce infiltration and inflow from entering sanitary sewer building laterals.

B. On August 26, 2021, the City of Mequon established a Funding Agreement in the amount of \$888,000 with the Milwaukee Metropolitan Sewerage District (MMSD) to implement sewer lateral work that reduces infiltration and inflow into building sewer laterals in the Riverland Drive Lift Station “H” and Riverdale Park Lift Station “F” Areas.

C. A number of sewer projects were identified as part of the 2022 Sanitary Sewer Budget adopted by the Common Council.

D. On February 4, 2022, MMSD notified Mequon staff that \$726,343 is available for allocation for eligible expenses based on the MMSD Policy for Private Property Inflow and Infiltration reduction.

E. On September 1, 2022, the City of Mequon Department of Public Works Engineering Division staff received and reviewed various bids from qualified contractors to install clean-outs on laterals in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” Areas, however these bids and the projected expenses exceed the funding agreement.

F. Staff recommends that the City’s funding agreement with MMSD be amended by \$726,343, in order to complete necessary lateral rehabilitation work in the Riverdale Park Lift Station “F” Area.

G. The Sewer PPI/I Account 611669-740006 is a reimbursable account with a sufficient balance to fund this work.

H. The Sanitary Utility District Commission at its meeting on Sept 13, 2022, endorsed staff’s recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The attached amendment to the original Funding Agreement between the City of Mequon and the Milwaukee Metropolitan Sewerage District (MMSD) allocating \$726,343 to the

City for the completion of additional necessary lateral rehabilitation work in the Riverdale Park Lift Station “F” Area is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: September 13, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 13, 2022.

Caroline Fochs, City Clerk

Funding Agreement M10005ME01**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 Mequon (Municipality), with its municipal offices at 11333 N. Cedarburg Road, Mequon, Wisconsin 53092-1930.

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 increase 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 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); and

WHEREAS, the Municipality wishes to participate in the Program;

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) March 31, 2023, or (3) termination of this Agreement as otherwise set forth herein.

2. District Funding

The District shall reimburse the Municipality in an amount not to exceed \$888,000 for approved private property I/I costs incurred through the work described in Attachment A ("the Work"). Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with Section 8 below. No reimbursement will be made for costs incurred prior to the effective date of this Agreement or for costs that are not supported by documentation as outlined by this Agreement.

3. Program Publicity and Outreach Requirements

- a. The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.
- b. A minimum of a one (1) week notice of any public meetings shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.

4. Selection of Professional Service Providers by Municipality

The selection of professional service providers to perform Work funded by this Agreement shall be in accordance with the Municipality's ordinances and policies.

5. Selection of Non-Professional Service Providers by Municipality

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List, organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement shall be procured in accordance with both State of Wisconsin statutes and regulations and 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.

In addition:

- a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes or proposals as set forth in Attachment B;
- b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

6. Non-professional Service Contract Terms and Conditions

The Municipality agrees to include Attachment C in all non-professional service contracts relating the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

7. Contractor Pay Applications

Prior to the Municipality paying contractors for Work funded by this Agreement, the District shall be provided an opportunity to review and endorse the contractor pay applications. The Municipality shall submit contractor pay applications for review through a Comment Form in the District's online application, eBuilder. Contractor pay applications that include a scope of work not funded by this Agreement shall have District reimbursable expenses clearly segregated and itemized. All contractor pay applications shall include supporting documentation certifying that the Municipality has received and reviewed a proportionate amount of contract deliverables for which the Contractor is responsible.

The District shall review pay applications within seven (7) calendar days of submission. If the Municipality does not receive a response from the District within seven (7) calendar days, the application shall be considered approved.

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District a minimum of three (3) times throughout this Agreement.

Each reimbursement request shall include:

An invoice from the Municipality clearly stating the requested reimbursement amount;

All consultant invoices, approved contractor pay applications, and other expense invoices;

All time and pay documentation for Municipality's internal staff time that is being requested for reimbursement;

All deliverables listed in Attachment B, proportionate and applicable to the Work completed as related to the request.

Invoices from consultants shall provide the hourly billing rates, the hours worked by individuals, and a summary of the tasks completed.

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to thirty percent (30%) of Work being completed. The second reimbursement request shall be submitted upon sixty percent (60%) of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to expiration of this Agreement.

Reimbursement requests, the supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions should be directed to the District Senior Project Manager (SPM):

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

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received.

9. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services 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 process.

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

10. Responsibility for Work

The Municipality is responsible for overseeing construction and shall provide full time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

11. Post-Construction Verification

The Municipality and its contractor(s), if applicable, shall report to the District any problems that arise with or related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of ten (10) years following substantial completion. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, to resolve the issue.

The Municipality shall be responsible for reporting post-workflow monitoring data and or other data related to identified measures of success for at least five (5) years post-work completion or as long as data is available, whichever period is longer.

All warranty inspection costs incurred by the District due to Municipality's failure to enforce the warranty inspection requirement in its construction contract(s) shall either be: (1) deducted from Municipality's Program account; or (2) invoiced to Municipality.

The terms of this Section 11 shall survive termination of this Agreement.

12. 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.

13. Insurance

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its Commercial General Liability Insurance policies.

14. 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.

15. Exclusive Agreement

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

16. Severability

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

17. Applicable Law

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

18. 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 thirty (30) days after it is referred to the mediator, either party may take the matter to court.

19. Notices

Unless otherwise set forth herein, 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 (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. 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.

21. Assignment

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

22. Public Records

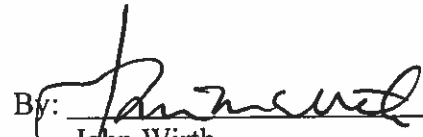
The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the 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**

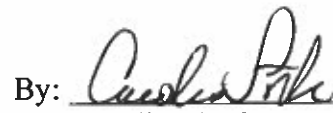
By: 
Kevin L. Shafer, P.E.
Executive Director

Date: 8/26/21

CITY/VILLAGE OF MUNICIPALITY

By: 
John Wirth
Mayor

Date: _____

By: 
Caroline Fochs
City Clerk

Date: 8.23.21

Approved as to form:


Attorney for the District

Approved as to form:

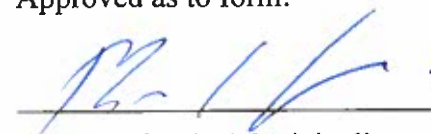

Attorney for the Municipality

Exhibit B - Summary of Current Expenses

Contract	Description	Company	Budget	Approved	Spent	Remaining
3566-22-D	Design/Project Manuals	raSmith	\$74,000.00	\$65,000.00	\$53,484.50	\$20,515.50
3566-22-S	Sonde 177 Laterals	Northern	\$108,273.41	\$108,273.41	\$81,384.60	\$26,888.81
3566-22-I (S)	Inspection #S	Bloom	\$21,500.00	\$21,500.00	\$19,189.51	\$2,310.49
3566-22-G1	Grout from Main (99)	Visu	\$279,910.00	\$279,910.00	\$0.00	\$279,910.00
3566-22-I(G1)	Inspection #G1					
3566-22-C	Install (117) Clean-outs					
3566-22-I(C)	Inspection #C					
3566-22-G2	Grout from (225) Clean-outs					
3566-22-I(G2)	Inspection #G2					
		Totals	\$483,683.41	\$474,683.41	\$154,058.61	\$329,624.80

Note: \$9,000 change order to increase scope from preparing 3 contracts to 4 contracts

Funding Agreement	\$888,000.00
FA Amendment	\$65,000.00
FA Budget	\$953,000.00
2022 Rollover	\$726,343.00

2022 SOI	\$1,252,850.00
2022 Allocation	\$229,351.00
Pending Work Plan	\$755,858.00
Available	\$726,343.00

My \$ rolled over from previous years:

My 2022 MMSD M-program \$ allocation is:

My \$ in pending work plans:

My total \$ available for new work plans:

\$	1,252,850	\$ Expire December 31, 2022
\$	229,351	\$ Expire December 31, 2023
\$	755,858	
\$	726,343	

Exhibit B1 - Summary of Projected Expenses

Contract#	Description	Company	Budget	Approved	Spent	Remaining	Adjustment	Balance
3566-22-D	Design/Project Manuals	raSmith	\$74,000.00	\$65,000.00	\$53,484.50	\$20,515.50		\$20,515.50
3566-22-S	Sonde Laterals (177)	Northern	\$108,273.41	\$108,273.41	\$81,384.60	\$26,888.81	-\$26,888.81	\$0.00
3566-22-I (S)	Inspection #S	Bloom	\$21,500.00	\$21,500.00	\$19,189.51	\$2,310.49	-\$2,310.49	\$0.00
3566-22-G1	Grout from Main (99)	Visu	\$279,910.00	\$279,910.00	\$0.00	\$279,910.00		\$279,910.00
3566-22-I(G1)	Inspection #G1	raSmith	\$15,000.00			\$15,000.00		\$15,000.00
3566-22-C	Install Clean-outs (117)	MJ	\$755,060.00			\$755,060.00		\$755,060.00
3566-22-I(C)	Inspection #C		\$15,000.00			\$15,000.00	\$2,310.49	\$17,310.49
3566-22-G2	Grout from Clean-outs (151)		\$330,600.00			\$330,600.00	\$26,888.81	\$357,488.81
3566-22-I(G2)	Inspection #G2		\$15,000.00			\$15,000.00		\$15,000.00
		Est.	\$1,614,343.41	\$474,683.41	\$154,058.61	\$1,445,284.80	\$0.00	\$1,445,284.80

Note: \$9,000 change order to increase scope from preparing 3 contracts to 4 contracts

\$6,453.50

\$2,189.40

Difference	-	\$0.41
Funding Agreement	\$888,000.00	FA# M10005-ME01 (LS H & F Areas)
FA Amendment	\$65,000.00	
FA Budget	\$953,000.00	
2022 Rollover	\$726,343.00	
2022 Proposed Budget Revision	\$1,614,343.00	

2022 SOI	\$1,252,850.00
2022 Allocation	\$229,351.00
Pending Work Plan	\$755,858.00
Available	\$726,343.00

My \$ rolled over from previous years:

My 2022 MMSD M-program \$ allocation is:

My \$ in pending work plans:

My total \$ available for new work plans:

\$	1,252,850	\$ Expire December 31, 2022
\$	229,351	\$ Expire December 31, 2023
\$	755,858	
\$	726,343	



Exhibit C

2022 PPII Municipality Statement of Intent

Per Statement of Policy, please complete this form by **June 1, 2022**.

Directions: Green boxes are data entry. All other values are calculated for you.

1

My Municipality

My PPII Project Manager Is:

PM email:

PM phone number:

198

Mequon

Jerome Fogel

jflogel@mmsd.com

(414) 225-2161

< Enter your 3 digit code from the
SOI email here

My \$ rolled over from previous years:

\$ 1,252,850

\$ Expire December 31, 2022

My 2022 MMSD M-program \$ allocation is:

\$ 229,351

\$ Expire December 31, 2023

My \$ in pending work plans:

\$ 755,858

My total \$ available for new work plans:**\$ 726,343**

2

Do you have any of the following (Yes or No)?

Yes

<Select from the drop down menu

- a. Metersheds NOT compliant with District Chapter 3 rules
- b. Administrative compliance orders from any regulatory agency such as the WDNR or the USEPA
- c. Sub-metersheds or local collection system legs that have wet-weather flows that create system operational challenges or have negative impacts to property owners
- d. Recurring sanitary sewer overflows or systemic basement backups
- e. Local sewers or pump stations that surcharge or require by-passing during wet weather
- f. Private properties with foundation drains that discharge to the sanitary sewer system
- g. Within reasonable methods of identification, private properties with substantial contributions of clear water to the sanitary system due to deterioration and/or inflow either individually or collectively
- h. Within reasonable methods of identification, any illegal connections of clear water flow to the sanitary system that have not been identified and remediated

You have the following choices for all or part of your available \$:

a.	Rollover to next year
b.	Commit to new work plans this year
c.	
d.	

If you answered yes to question #2 and you would like to request a transfer or decline option, you may submit a request to the Executive Director

Proceed to page 2

3 My municipality chooses to delegate our available PPII \$ as follows:

		Maximum \$	
a.	Rollover to next year:	\$ 226,343	\$ -
b.	Commit to new work plans for this year:	\$ 500,000	\$ -
c.		\$ -	\$ -
d.			
		\$ -	\$ -
		\$ -	\$ -
If you answered yes to question #2 and you would like to request a transfer or decline option, you may submit a request to the Executive Director			

Based on your responses, your municipality
will be surrendering this \$ value: \$ (0)

This value cannot be negative. You have delegated more \$ than you have available. Please check your math above or contact your PM.

☐ I confirm that we are surrendering the \$ value above

4 While not required to submit a work plan at this time, we intend to submit work plans for the following prior to October 1 of this year:

Planning and/or Design	☐
Investigation	☐
Construction	☒
Post Construction Evaluation	☒

5 What types of preparation work do you have completed or plan to have completed before the work plan(s) are submitted?

Metering or other quantitative data	☒
Public Outreach/Communication	☒
Right-of-Entry Agreements	☒
Planning and/or Design	☒
Investigation	☒

Completed by:

Date:

Kevin Driscoll

April 28, 2022

Kevin Driscoll

From: Flogel, Jerome <JFlogel@mmsd.com>
Sent: Friday, February 4, 2022 12:54 PM
To: Kevin Driscoll
Subject: 2022 PPII-M SOI Instructions and Balances

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Mr. Driscoll,

You should have received a previous email with the 2022 Statement of Intent (SOI) form attached in Excel format for the MMSD PPII Program. The completed form must be returned to the District by June 1, 2022. The form is a dynamic fillable form with interactive content depending on your answers. The instructions for filling out the form are as follows:

Open the Excel form on your desktop Excel application. The form will not work on the cloud app.

Question #1: Your unique three-digit code is **198**. Enter this code in Question #1.

- Your information should have automatically populated including your PPII-M \$ balances.
- For reference, your balances are as follows (rounded whole numbers):
 - \$ Rolled over from previous years = \$1,252,850
 - 2022 Allocation to Mequon = \$229,351
 - Mequon currently has pending work plans = \$755,858
 - Your total available for new work plans is \$726,343 (\$ rolled over + 2022 allocation – pending work plans)

Question #2: From the drop-down menu, choose “yes”, “no”, or “I am not sure” in response to questions a. through h. regarding wet-weather related issues.

- Your options for distributing your available \$ will be listed at the bottom of Page 1.
- **Proceed** to Page 2.

Question #3: Your options for distributing your available \$ are again listed with green fields to enter your values. The Max. \$ for each option are also provided and will adjust as you enter data.

- Any \$ unaccounted for will be shown as “Surrendered” with instructions on how to proceed if your intent is to Surrender \$ OR if this is NOT your intent.
- **If** you have entered \$ in 3.b indicating that you plan to submit a new work plan(s), Questions #4 and #5 will pop-up asking you for any background information that you may have.

Enter your name and date at the bottom of Page 2.

Submit the form to the District prior to June 1, 2022 preferably in pdf format.

Thank you!! for continued partnership with District’s PPII program. If you have any questions or need assistance, please contact your District project manager.



Exhibit D

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

Amendment to Funding Agreement

Project: Rehabilitation of Building Sewer Laterals

Date: 9/7/2022

City Project: Contract #3566-22

MMSD PO No. 11984

Contract for: Private Property I&I Reduction

MMSD FA No: M10005-ME01

Summary of Changes to the Funding Agreement and Documents:

Mequon Sewer Utility District Commission has awarded \$483,683.41 and is within the original funding agreement budget. See Exhibits for summary of completed work, and projected expenses.

Purpose of Amendment: Allocate \$726,343 that MMSD identified as available to Mequon for eligible expenses.

MMSD Document dated 8/31/2021, Reference Purchase Order No. 11984: Revise the amount for Funding Agreement M10005-ME01 from \$888,000 by \$726,343 to \$1,614,343,000 to include consultant design and bid document preparation for contractor work on (1) rehabilitation and grouting from mains, (2) locating laterals, (3) installation of external clean-outs, (4) rehabilitation and grouting from external clean-outs. Full time inspection services are also required per the funding agreement.

The City has made progress and completed various stages of this work. The first three design contracts are completed. The contract to rehabilitate laterals from sewer mains was awarded to Visu-Sewer (#3566-22-G1), and is scheduled to begin once Visu Sewer's contract work on the mains is completed this fall (#2598-21). The contract to (sonde) locate laterals was completed by Northern Pipe this summer (#3566-22-S). Contract (#3566-22-C) includes the installation of 117 clean-outs in the Riverdale Park Lift Station F area in the amount of \$755,060 by MJ Construction. Final contract to rehabilitate laterals from clean-outs (#3566-22-G2) anticipated award fall 2022.

1. Original Funding Agreement Amount:	\$ 888,000.00
2. Previous net Amendment(s):	\$ 0.00
3. Funding Agreement Amount prior to this Amendment:	\$ 888,000.00
4. Net increase/ decrease of this Amendment:	\$ 726,343.00
5. Contract price with all approved Change Orders:	\$ 1,614,343.00

Recommend and Approved:

Approved:

City of Mequon

MMSD

Date

Date

Attachment: Exhibit D - Amendment (RESOLUTION 3980 : Amendment to a Funding Agreement with the MMSD)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Sewer Utility District Commission
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: September 13, 2022
SUBJECT: RESOLUTION 3981 A Resolution Approving Award of a Contract to Install Building Sewer Lateral Clean-outs in the Riverdale Park Lift Station "F" Area to MJ Construction, Inc. of Milwaukee, Wisconsin, in the Amount of \$755,060

Background

The 2022 Sanitary Sewer budget adopted on October 28, 2021, includes a continuation of previous years' improvements to the City's sanitary sewers as pipes age and deteriorate. The budget includes work in the Riverdale Park Lift Station "F" area to rehabilitate laterals and reduce leaks and infiltration. The sewer lateral work is part of the Private Property Inflow and Infiltration (PPI/I) reduction program, and that includes multiple facets. These include televising and cleaning laterals in addition to (1) rehabilitation and grouting from mains, (2) locating laterals, (3) installation of external clean-outs, (4) rehabilitation and grouting from external clean-outs.

Analysis

In August the contract documents were advertised to install clean-outs on building sewer laterals to complete necessary rehabilitation. Three bids were opened on Thursday, September 1, 2022, and are summarized below and in Exhibit A.

Contractor	Amount
MJ Construction	\$755,060
Globe Contractors	\$1,050,780
Mid-City	\$1,108,055

The includes work on 117 laterals in the Riverdale Park Lift Station "F" area. The bids also included additional work on 33 laterals in the Riverland Drive Lift Station "H" Area, for an additional amount totaling \$300,815. However, this would exceed the budgeted amount. That work averaged \$5,000 per clean-out installation, with additional costs for restoration. Accordingly, work in the Riverland Drive Lift Station "H" Area will be completed when additional funding is allocated.

MMSD allocates funds to Mequon each year. In 2022, the Mequon allocation from MMSD was \$229,351. Also, MMSD is scheduled to release a competitive funding application process beginning later this year, and staff anticipates applying for the work that exceeded the budget allocation. The work in the Riverland Drive Lift Station "H" Area is tentative for 2023,

contingent upon MMSD funding.

Fiscal Impact

Funding is available to install 117 clean-outs on laterals in the Riverdale Park Lift Station F area, based on reimbursable PPI/I Account 610669-740006. MMSD allocates funding each year to Mequon for eligible expenses to complete sewer lateral work that reduces leaks and infiltration.

Recommendation

A recommendation is forthcoming from the Sanitary Utility District Commission on September 13, 2022.

Attachments:

Exhibit A - Bid Opening Summary (3566-22-C) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3981

A Resolution Approving Award of a Contract to Install Building Sewer Lateral Clean-outs in the Riverdale Park Lift Station "F" Area to MJ Construction, Inc. of Milwaukee, Wisconsin, in the Amount of \$755,060

RECITALS

A. On August 26, 2021, the City of Mequon established a Funding Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) in the amount of \$888,000 to implement sewer lateral work that reduces infiltration and inflow into building sewer laterals.

B. A number of sewer projects were identified as part of the FY2022 Sanitary Sewer Budget adopted by the Common Council on October 28, 2021.

C. On September 1, 2022, the City of Mequon Department of Public Works Engineering Division Staff received and reviewed various bids from qualified contractors to install clean-outs on laterals in the Riverdale Park Lift Station "F" and Riverland Drive Lift Station "H" areas.

D. The City of Mequon has the ability for the Milwaukee Metropolitan Sewerage District (MMSD) to reimburse eligible expenses that reduce infiltration and inflow from entering sanitary sewer building laterals.

E. Staff recommends that Sewer Lateral Rehabilitation work to install 117 clean-outs on existing sanitary building sewer laterals in the Riverdale Park Lift Station "F" area be awarded to MJ Construction, Inc. of Milwaukee, Wisconsin in the amount of \$755,060, contingent upon the City receiving an increase to the PPI/I funding from MMSD.

F. The Sewer PPI/I Account 611669-740006 is a reimbursable account with a sufficient balance to fund this project.

G. The Sanitary Utility District Commission at its meeting on Sept 13, 2022, endorsed staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The Agreement for Sewer Lateral Rehabilitation work to install 117 clean-outs on existing sanitary building sewer laterals in the Riverdale Park Lift Station "F" Area in the amount of \$755,060 is approved and awarded to MJ Construction, Inc. of Milwaukee, Wisconsin, contingent upon the City receiving an increase to the PPI/I funding from MMSD, and

subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: September 13, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 13, 2022.

Caroline Fochs, City Clerk



CITY OF MEQUON

3.b.a

WISCONSIN

Sanitary Building Sewer Lateral Cleanout Installation in Riverdale Park Lift Station F Area and Riverland Drive Lift Station H Area (#3566-22-C)

BID OPENING: 9/1/2022 11:00 AM
DATE TIME

BIDDER	TOTAL BASE BID	ADDITIVE BID	CITY PRE-QUAL	BID BOND	ADDENDUM 1	ADDENDUM 2	MOU
MJ Construction, Inc	\$590,328.00	\$164,732.00	X	X	X	X	X
Globe Contractors, Inc	\$821,776.00	\$229,004.00	X	X	X	X	X
Mid City Corporation	\$871,280.00	\$236,775.00	X	X	X	X	X

Attachment: Exhibit A - Bid Opening Summary (3566-22-C) (RESOLUTION 3981 : Resolution for PPI/I