

## **Funding Agreement WE05**

### **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 West Allis (Municipality), with its municipal offices at 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.

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.

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 when this Agreement is otherwise terminated as set forth herein.

#### **2. District Funding**

The District shall reimburse the Municipality for \$100,000 in costs for the private property I/I control work described in Attachment A ("the Work"). The District funding shall be provided as a reimbursement upon submission of quarterly invoices. Beyond the financial support for the Work, the District shall have no involvement in ownership, construction, maintenance or operation of the Work, except that the District shall provide in-kind support for the project through related District programs as timing and availability allows Discounted rain garden plants may be available through the Rain Garden plant sale and the District Fresh Coast interns may be utilized for installation of the rain gardens and for maintenance inspections/guidance to the homeowners. 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 may be submitted no more often than quarterly. The invoice should include a documentation of all costs to be reimbursed. Invoices from consultants shall provide the hourly billing rates, if applicable, the hours worked by individuals, and a summary of the tasks accomplished.

Reports and invoices shall be submitted to:

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 have been received.

### **4. Changes in Work and Modifications to the Agreement**

Any changes to the Work must be approved by the District, in writing, in advance. The District may not reimburse for work that is not included in Attachment A unless prior written approval from the District is obtained.

This Agreement may be modified only by a writing signed by both parties.

### **5. Ongoing Reporting Obligation**

For a period of five years following the completion of the Work, the Municipality agrees to report to the District any problems which may arise with the completed Work. This information may be used by the District in planning future I/I reduction efforts.

### **6. 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.

### **7. Public Bidding**

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.

### **8. Responsibility for Work, Insurance and Indemnification**

The Municipality is solely responsible for planning, design, construction and maintenance of the contracted foundation drain, sump pump and related Work, including the selection and

payment of consultants, contractors, and materials. The Municipality is solely responsible for ensuring compliance with Wisconsin prevailing wage law.

The District shall not provide any insurance coverage of any kind for the contracted foundation drain, sump pump and related Work for the Municipality.

The District Fresh Coast Interns, at the discretion of the Municipality, may be assisting solely with the outdoor work involved with installation of the rain garden components of Work. The District shall be responsible for all actions of its Interns.

The Municipality shall defend, indemnify and hold harmless the District and its Commissioners, employees, and agents against any and all damages, costs, liability and expense whatsoever (including attorneys fees and related disbursements) arising from or connected with the planning, design, construction, operation or maintenance of the Work, except for actions of the District's Interns.

#### **9. 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.

#### **10. Exclusive Agreement**

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

#### **11. Severability**

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

#### **12. Applicable Law**

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

#### **13. 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.

#### **14. 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.

#### **15. 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.

#### **16. Assignment**

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

#### **17. 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 WEST ALLIS**

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

By: \_\_\_\_\_  
Michael G. Lewis, P.E.  
Director of Public Works

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for the District

## **Attachment A**

### **Description of Work:**

The work will include the disconnection of foundations drains, installation of sump pumps, installation of a rain garden and extension of sump pump discharge to the rain garden. The Municipality hopes to perform work at 25 residences.

### **Location of Work:**

The work will be located in sewersheds WE6020 (along and south of Lincoln Ave. between S. 52<sup>nd</sup> and S. 68<sup>th</sup>) and WE3016 (north of Oklahoma, along and just west of S. 76<sup>th</sup> Street).

### **Public Education/Outreach:**

The City will mail information describing the project and goals. The mailing will also include a questionnaire regarding previous water problems and drainage issues. Once the project has been awarded, the Contractor will hold a public information meeting with affected homeowners.

### **Budget:**

The estimated cost of the project is \$130,000. A \$30,000 grant from the Fund for Lake Michigan will be used to fund the installation of rain gardens.

### **Schedule:**

The work is expected to be completed by December of 2014.

### **Procurement:**

The Municipality will hire a Contractor to perform the work through a public bidding process.

### **Data Collection:**

Photo documentation will be gathered for the sump pump installations and rain garden installations.

**Deliverables:**

1. Map of participating homes with electronic data base format of associated information including without limitation: property tax i.d., address, and column categories of work performed by property including lateral lined, cleanout installed, section repair, etc.
2. Provide examples of Public Involvement/Public Education documents.
3. Draft plan and specification documents for review for all proposed work.
4. Final version of project documents including but not limited to plans, specifications, bidding documents, and meeting schedule reviewed and approved by the District.
5. Accurate schedule of field activities updated on a weekly basis.
6. Notification of public and project meetings with inclusion of the District in participation thereof.
7. Progress reports on project activities and public involvement (PI) activities on a monthly basis or with pay reimbursement request, whichever occurs more frequently.
8. Inspection reports from the field engineer for work completed on a monthly basis or with expense reimbursement request, whichever occurs more frequently.
9. Photo documentation of project work in jpeg format on disc, jump drive or other format agreeable to both parties.
10. Quality control and quality assurance reports by the contractor submitted on a regular basis as work progresses.
11. Summary report upon completion of the project outlining quantifiable results of the completed work based on pre-work estimates, measurements, or data collected. The report shall include a specific section reporting on the results of the PI effort including follow up contact with residents in the project area as included in the PI plan. The report shall include specific details on the results of the efforts in planning that were intended to maximize efficiency and results as well as lessons learned throughout the project that may be applied in subsequent projects.
12. The City will be responsible for providing any available or relevant pre work flow data and reporting post work flow monitoring data and or other data related to identified measures of success for at least 2 years post work completion or as long as data is available, whichever period is longer, and reporting on any problems with the work for 5 years.