

Funding Agreement M10005WA05

Private Property Infiltration and Inflow Reduction Program 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, and the City of Wauwatosa (“Municipality”) with its municipal offices at 7725 West North Avenue, Wauwatosa, Wisconsin 53213.

WHEREAS, Wisconsin law, through Wis. Stats. § 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 wastewater 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 as more fully set forth in the Statement of Policy, Milwaukee Metropolitan Sewerage District Private Property Infiltration and Inflow Reduction Program (“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 the date of last signature below and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) September 10th, 2027, 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 \$666,500.00 for approved private property I/I costs incurred through the work described in Attachment A (“Work” or “Work Plan”). The total project cost of \$807,700.00 is offset by cost shared Municipality funds. 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 additional 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

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.

A minimum of a one week notice of any public meetings related to this Work and/or Agreement 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 days of the meeting.

4. Selection of Professional Service Providers by Municipality

The selection of professional service providers (for example: engineering and architectural services) to perform Work funded by this Agreement shall be in accordance with the Municipality’s ordinances and policies. Any professional service providers selected to perform Work funded by this Agreement that subcontract for any non-professional services to support such Work (for example: CCTV sewer inspections procured by an engineering firm) shall ensure that such non-professional services are procured in accordance with the requirements of Section 5 of this Agreement.

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 (for example: construction, sewer inspection, post-construction restoration) 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 following 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; and
- 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 to 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

The District recommends referring to Attachment D, Contractor Pay Application Example, as a format for processing Municipality/Contractor pay applications. The District recommends submitting all pay applications and supporting documentation received from the Contractor, reviewed by Municipality, to the District through the District Municipal Portal prior to paying the Contractor request for payment.

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District a minimum of four times throughout this Agreement.

Each reimbursement request shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All consultant invoices with hourly billing rates, hours worked by individuals with billing backup task entries, consultant expense documentation, and a summary of the status of contract tasks; and
- c. Contractor pay applications with units and cost for scope of work not funded by this Agreement clearly segregated and itemized. All contractor pay applications shall include supporting documentation confirming that the Municipality has received and reviewed a proportionate amount of contract deliverables as applicable to Attachment B Agreement Deliverables for which the Contractor is responsible.
- d. All time and pay documentation for Municipality's internal staff time that is being requested for reimbursement.

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 25 % of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and the supporting documentation of costs shall be submitted through Trimble Unity Construct (“TUC”) (formerly eBuilder). The corresponding deliverables shall be submitted as set forth in Attachment B. Questions concerning the Procedure for Reimbursement as provided for in this Section should be directed to the District’s Project Manager (PM):

Timothy O’Brien
Project Manager - PPII
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. The District shall attempt to reimburse requested amounts within 30 days of such request, provided the applicable supporting documentation is included. The District will reject any reimbursement requests that do not strictly adhere to the requirements of this Section and will require the Municipality to resubmit any such requests. The District is not responsible for any interest or fees associated with any reimbursement requests submitted by the Municipality which do not strictly adhere to the requirements of this Section.

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 TUC change order process.

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

10. Responsibility for Work

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

11. Reserved

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 applicable 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 this Agreement only for good cause such as, but not limited to, breach of this Agreement by the Municipality. The Municipality may terminate this 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 full force and effect.

17. Applicable Law

This Agreement shall be 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 attorneys' 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 and heard by the mediator, either party may take the matter to court. Venue in any action brought under this Agreement shall be proper only in either Circuit Court for Milwaukee County or the United States District Court for the Eastern District of Wisconsin.

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 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 authority to make promises binding upon the District. The Municipality does not have the 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 as related to this Agreement in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Laws, Wis. Stats. §§ 19.31 to 19.39. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from any failure of the Municipality to comply with this requirement.

23. Indemnification

The Municipality will indemnify the District and its commissioners, employees, and agents against any and all claims, damages, costs, liabilities, and expenses whatsoever, including attorneys' fees and related disbursements, connected with the Municipality's planning, design, construction, operation, and/or maintenance of the Work (collectively "Claims") to the extent caused by the negligent acts or omissions of Municipality, including its officers, directors, and employees acting within the scope of their employment within the meaning of Wis. Stat. § 895.46.

Nothing contained within this section is intended to be a waiver or estoppel of the Municipality to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stat. §§ 893.80, 895.46, and 345.05. For purposes of clarity, in no event shall Municipality be liable in indemnity or contribution for any Claims in an amount greater than the limits of liability for municipal claims established by Wisconsin law or for the negligence or intentional acts of the District, its commissioners, employees, and/or agents.

Milwaukee Metropolitan Sewerage
District

City of Wauwatosa

By:

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

By:

Dennis R. McBride, Mayor

Date:

Date:

By:

John Ruggini, City Finance Director

Date:

By:

Deyanira Nevarez, City Clerk

Date:

Approved as to form:

Approved as to form:

Attorney for the District

Jennifer Tate, Attorney for the Municipality

ATTACHMENT A
Municipality Work Plan



2025 PPII Work Plan

This form serves as a work plan request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. A Work Plan can be submitted at any time throughout the year. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via [MMSD's Municipal Portal](#).

I. CONTACT INFORMATION

Municipality	
Applicant Name: Boris Veleusic	Municipality: City of Wauwatosa
Mailing Address: 7725 W North Ave, Wauwatosa, 53213	
Phone #: (414) 479-8929	Email: bveleusic@wauwatosa.net
Primary Contact: Chris Jain	Primary Contact email: cjain@wauwatosa.net
Primary contact phone #: (414) 831-5516	
Consultant (if applicable)	
Firm: To be determined (TBD)	Consultant's PM's Name: (TBD)
Consultant Email:	Consultant Phone number:
Funding Agreement Signatories Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (e.g., mayor, administrator, clerk, attorney etc.)	
Name: Dennis R. McBride	Position Title: Mayor
Name: Jennifer Tate	Position Title: City Attorney
Name: John Ruggini	Position Title: City Comptroller
Name: Zachary N. Kessler	Position Title: Interim City Clerk
Name:	Position Title:

II. PROPOSED SCOPE OF WORK

1. What type of work is included in this work plan application? Check all applicable.

- ☐ Planning ☒ Investigative ☐ Construction/Rehab ☒ Post Project Evaluation ☐ Training
☐ Design ☐ Other:

2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan?

Municipal PPII Funds \$544,500
PPII Competitive Funds \$122,000
Municipal Cost Share \$141,200
TOTAL PROJECT COST \$807,700

3. What is the total number of properties in the project area?

4. What is the assumed number of participating properties? ~ 788 dye water testing, 360 CCTV

5. What is your justification for the assumed participation rate?

- ☒ Prioritization of properties based on investigative work ☒ Assumed percent of total based on previous projects ☐ Existing ROE agreements
☒ Other (Fill in Blank): All field work to be completed in public ROW

6. Provide the scope of work that is included in this work plan. This should include a detailed description of the work type(s) selected in Section II. Question 1.

This project will investigate the effectiveness of partial lateral grouting in reducing stormwater infiltration. We will compare the observed/estimated infiltration rates on previously partially-grouted laterals with pre-grouting dye testing data. Additionally, we will perform post-construction dye testing on recently re-laid sanitary laterals on Wisconsin Avenue to evaluate the reduction of infiltration compared to pre-construction levels.

The proposed work areas have laterals with varying lengths of grouting and pre-grouting dye testing infiltration data available for comparison. The scope of work includes dye water testing and closed-circuit television (CCTV) inspection of the mainlines and laterals, in the areas noted on the attached map. The map shows three distinct colored boundaries corresponding to different partial grouting lengths: 5 feet, 10 feet, and 15 feet. The locations of the re-laid laterals on Wisconsin Avenue are also included for testing.

We will perform a dye water flooding test by plugging downstream storm sewer pipes and filling upstream manholes and catch basins with dyed water. This surcharged condition will be maintained by adding additional water to maintain a consistent head, mimicking a storm event. Using CCTV inspection, we will observe and document the path of the dyed water as it enters the sanitary sewer system. During the test, the rate of infiltration will be estimated at each entry point. The final summary report will detail all dye entries, providing an overall estimate of flow from both public and private property. This data will be compared to pre-grouting results to evaluate the effectiveness of lateral grouting. The testing on the re-laid Wisconsin Avenue laterals will evaluate the reduction of infiltration compared to pre-construction levels from a previous study.

An additional scope item is to complete analysis of historic meter data collected using MMSD portable and permanent meters across the municipality. Data from up to 21 meters will be analyzed. Consultant will analyze the collected data to evaluate I/I reduction from past projects.

7. What entity (e.g., municipality staff, consultant, contractor, District, etc.) is responsible for each scope of work scope listed in Section II. Question 6.

City engineering staff will prepare the plans and provide project management during the field investigation and report preparation.

Through the Request for Proposals (RFP) process, a consultant will be contracted with to assist City staff with the design and preparation of bid documents, assist with the bidding process to select a contractor, provide oversight inspection services during the investigative field activities, and provide evaluation and documentation of the testing results. They will prepare a summary report, documenting the observed infiltration during dye testing, estimate the observed rates of infiltration for the mainlines and laterals that are videoed, and prepare maps showing the locations of observed infiltration and their approximate rates. The consultant will also prepare the summary report comparing the results of this work to the original field work results to evaluate effectiveness and integrity of the partial lateral grouting. The results of the infiltration comparisons will also be summarized for the re-laid laterals on Wisconsin Avenue.

We will solicit bids and contract with a qualified contractor to complete the dye water flooding and CCTV fieldwork.

City engineering staff will prepare the plans and provide project management during the metering data analysis tasks.

Through the RFP process, a consultant will be contracted with to assist City staff to complete the metering data analysis. They will prepare a summary report.

8. In order to ensure there are no conflicts between the municipal procurement and MMSD procurement processes, provide a breakdown for how each part of the contract is procured of all professional and non-professional (e.g., field work and construction) components of work.

We will issue an RFP to solicit proposals and select a qualified engineering consultant to lead the dye testing study and meter data analysis. We will evaluate the proposals and select a consultant to assist City staff. Consultant solicitation and selection would be completed in accordance with Funding Agreement requirements.

The contract with the proposed consultant for professional services would require approval from the City's Common Council prior to proceeding with the investigative work.

The proposed dye water flooding and CCTV work to be completed by a contractor, would be selected through a public bidding process with the assistance of the contracted consultant. This field work would be advertised to seek bids to work as a subcontractor to our consultant. The work will be advertised a minimum of two times, and the advertising period will be a minimum of 3 weeks from the first advertisement until when contractor bids are due.

1. What is the predominant age of the homes in the project area?	<input checked="" type="checkbox"/> Pre 1940's <input type="checkbox"/> 1940 – 1960 <input type="checkbox"/> 1961-1980 <input type="checkbox"/> 1981-Present								
2. What is the average lot size within the project area?	0.20 <input type="checkbox"/> SF <input checked="" type="checkbox"/> Acres								
3. In this project area, is it typical that foundation drains are connected to the sanitary sewer?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
4. List the sewershed(s) or metershed(s) this project is located in: <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>Dye Water Testing Area:</p> <p>Metersheds: MS0411, MS0410</p> <p>Sewersheds: WA4001, 4002, 4035, 4004</p> <p>Alternate Additional Dye Test Area: WA3008</p> </div> <div style="width: 48%;"> <p>Meter Data Analysis Area:</p> <p>Metershed: MS0410, 0340, 0368, 0369, 0411</p> <p>Sewershed: WA3008, 4001, 4002, 3032, 3044 WA4035, 4004</p> </div> </div>									
5. Approximate year sanitary sewer collection system was installed: <div style="text-align: right;">1910-1940, 1990s, 2000s</div>									
6. Collection system characteristics in project areas: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th style="width: 33%;">Host Pipe Material(s): Mainlines</th> <th style="width: 15%;">Mainline Pipe Size(s):</th> <th style="width: 33%;">Host Pipe Material(s): Laterals</th> <th style="width: 19%;">Lateral Pipe Size(s):</th> </tr> <tr> <td> <input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> PVC </td> <td style="text-align: center; vertical-align: top;"> 8", 10" & 12" </td> <td> <input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> PVC </td> <td style="text-align: center; vertical-align: top;"> 6" </td> </tr> </table>		Host Pipe Material(s): Mainlines	Mainline Pipe Size(s):	Host Pipe Material(s): Laterals	Lateral Pipe Size(s):	<input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> PVC	8", 10" & 12"	<input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> PVC	6"
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7. Within the project area, is the mainline rehabilitated? <div style="text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div> <div style="margin-top: 10px;"> <p>If "Yes," provide details on:</p> <ul style="list-style-type: none"> the year(s) the work was completed the type and location of rehabilitation used if any rehabilitation of the sanitary sewer laterals within the ROW was completed. </div> <div style="margin-top: 20px;"> <p>Multiple blocks of mainline sewer have been relayed with PVC or lined with CIPP, though much of the project area consists of the original clay pipe. See the attached exhibit of mainline sewer that has been relayed or lined with CIPP using City funding.</p> <p>During the previous dye water testing project, approximately 260 laterals were identified to have infiltration at an estimated rate of 1 gallon per minute (gpm) or more. This information was used to select the laterals for the grouting projects. When multiple laterals were identified to be allowing infiltration along a section of mainline sewer, all the laterals connected to that section of mainline sewer were attempted to be grouted.</p> <p>Approximately 760 laterals have been grouted within MS0411 to varying lengths. A few laterals connected directly to manholes have also been grouted to a length of 30 feet. There are approximately 3,100 parcels within sewersheds 4001, 4002 & 4035, so approximately 18% of these sewersheds within MS0411, have laterals that have been partially grouted.</p> <p>The Wisconsin Avenue project included relaying the mainline and laterals to the right of way.</p> </div>									

8. Will non-MMSD funded public infrastructure work be contracted or completed with the private property work? ☐ Yes ☒ No

If "Yes", provide details of the public work, including:

- Scope
- Funding agency for each scope item

9. Include with your application, two maps:

- **First Map:** The limits of the sewershed(s) or metershed(s) the project is in.
- **Second Map:** The project limits.

First map shall meet the following requirements:

- Maps shall use a street or aerial view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s) and/or metershed(s),
- Project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing.
- A north arrow and legend shall be included.
- Maps shall be at a defined scale and to a standard paper size (i.e., 8.5"x11, 11"x17", etc.). The scale must be defined on the map.

Second map shall meet the following requirements:

- Maps shall use a street or aerial view as base map.
- Major street names shall be labeled and legible.
- Project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing.
- A north arrow and legend shall be included.
- Maps shall be at a defined scale and to a standard paper size (i.e., 8.5"x11, 11"x17", etc.). The scale must be defined on the map.

Maps shall be submitted as PDF electronic files.

IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e., Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.) ☒ Yes ☐ No

If "Yes," was the work completed through a previous PPII funding agreement? ☐ Yes ☒ No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference number(s) the work was completed under.

If completed independent of the PPII program, include the report(s) with this application in electronic format and list the name of the report(s) in this section.

See attached dye-water testing reports.

There are a combined 21 portable and permanent meters installed throughout the City with 5-plus years of data that we want to analyze for project impacts to reducing I/I. See attached list of installed portable and permanent meters.

2. Describe how the project area and approach was chosen and prioritized.

This project area was chosen because of the high number of previously partial-grouted laterals in areas that had pre-grouting investigative work completed. Having both pre- and post-lateral grouting dye water testing results will allow the City of Wauwatosa and MMSD to better understand the effectiveness of the partial lateral grouting.

The project area has varying lengths of grouting, which adds a variable to the grouting effectiveness evaluation to be considered.

All 21 meters will be considered for data analysis to compare pre- and post-project flows to evaluate I/I reduction.

3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

☒ Non-compliant ☒ Compliant ☐ Inconclusive ☐ Not Metered

If "Non-compliant," has PPII work been completed to date within the Project Area metershed(s)?

If yes, provide details on the scope of work completed and location.

(The Wet Weather Peak Flow Metershed Report can be found in the Municipal Portal)

PPII funding was used to complete partial lateral grouting in this area.

Prior to completing the lateral grouting, City funding was used to complete mainline rehabilitation and to complete the dye water testing.

Meter analysis will be in both compliant and non-compliant metersheds.

<p>4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>5. Does the project area have a history of CSOs or SSOs? If "Yes," provide the frequency of occurrences over the last ten years.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>6. Does the municipality have recurring basement backup reports in the project area? If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>7. Does pre-project baseline data exist for this project area, such as metering, lift station run time, bypass pumping, basement backups, etc.?</p>	<input checked="" type="checkbox"/> Yes – go to item 8 <input type="checkbox"/> No – go to item 9
<p>8. Describe and detail information on the pre-project baseline data collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.</p> <p>The pre-lateral grouting dye water testing results will be used for comparison against the proposed post-lateral grouting dye water testing results. See attached dye water testing summary reports.</p> <p>In areas where pre-project metering data was collected, that information will be analyzed to compare against the post-project metering data.</p>	

9. Is pre-project baseline data collection part of this project?

☐ Yes – go to item 10

☒ No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement. If MMSD portable meters will be requested; list the quantity, expected time frame installation and monitoring period.

11A. For construction projects, how do you intend to report project performance results? Please select all that apply.

☐ Flow Metering

☐ Reduced CSO/SSO

☐ Identify I/I Sources

☐ Participation Rates

☐ Reduced Basement Backup Reports

☐ Other:

Please provide quantitative and/or qualitative measures for success as they relate to the selected project performance metrics.

N/A

11B. For investigative projects, what deliverables will be provided to document the findings of the work completed? How will these findings feed into the next phase of the PPII reduction work?

A summary report of the dye testing will be prepared to document the locations and estimated rates of infiltration observed to prioritizing future mainline and lateral rehabilitation work. Also, a summary report will be prepared to compare the results from the pre- and post-lateral grouting dye testing to evaluate the effectiveness of lateral grouting on reducing the observed infiltration.

A summary report that compares pre- and post-project metering data will be prepared to evaluate I/I reduction.

V. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including:

- **Internal municipal routing schedule for Funding Agreement execution, including any necessary approvals (i.e. Local Board/Council approvals)**
 - **Account for 60-90 days for District administrative approvals, after Work Plan submission**
- Work task(s) start and finish
- Public outreach
- Key deliverables
- Reimbursement requests

The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g., local council or board agenda deadlines). Provide the schedule in PDF format.

VI. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting. If multiple funding sources will be used for this project, indicate the MMSD cost share.

Please reference ([Chapter 9 - MMSD Standard Forms, PPII Muni Resource Webpage](#)) the *MMSD Engineer's Cost Estimate Template* for an example or to submit with this work plan.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project cost? e.g., municipal funds, grant funding, property owner cost share, etc. ☒ Yes ☐ No

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding source, and the value.

The City of Wauwatosa will fund the design and plan preparation, as well as the project management activities for the investigative work completed by City staff.

No property owner cost share required.

City of Wauwatosa staff will issue a Request for Proposals for the dye water testing project.

With our consultant's help, we will bid out the dye water flooding and CCTV work.

City of Wauwatosa staff will issue a Request for Proposals for the meter data analysis project.

3. Explain the means and methods for segregating the cost (MMSD reimbursable costs and public work costs).

The investigative costs incurred by the contractor completing the dye water flooding and CCTV would be reimbursable and tracked using individual bid items.

The investigative costs incurred by the consultant providing inspection of the dye water flooding and completing the dye water testing summary report would be reimbursable and tracked using the consultant's invoices. All consultant costs for completing the meter data analysis would be submitted for reimbursement using consultant invoices.

The public work costs would include all City staff time to prepare the plans and bidding documents, manage the project during the investigation, and manage and review the summary of results report and the pre- and post-grouting results comparison report. No City staff time would be submitted for reimbursement.

4. What department/individual/entity will be submitting and processing the reimbursement requests?
Please include the name, title and contact information.

City of Wauwatosa Staff:

Maggie Anderson, PE, CFM
Senior Civil Engineer
(414) 479-3444 | manderson@wauwatosa.net

Mary Boettcher
Administrative Support Specialist
(414) 831-5507 | mboettcher@wauwatosa.net

Chris Jain, PE, CFM
Senior Civil Engineer
(414) 831-5516 | cjain@wauwatosa.net

City Hall information
7725 W. North Avenue
Wauwatosa, WI 53213

5. MMSD requires all invoicing to be submitted via Trimble Unity Construct (TUC).
Will TUC training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests?

☐ Yes ☒ No

VII. PUBLIC OUTREACH

1. In regard to this work plan, have you completed any prior public outreach work in this project area (e.g., mailings, public meetings, door knocking, etc.) ☐ Yes – go to item 2 ☒ No – go to item 3

2. Describe in detail the pre-project public outreach work you have completed to date, including the method and entity responsible.

3. Describe in detail your public outreach approach for this project (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.). Please include:

- Entities/individuals/departments will be responsible for the public outreach. If a specific person or entity is responsible for public outreach, include the name and contact information.
- Timing and anticipated level of effort that is anticipated for the public outreach effort.
- Venues and/or communication platforms that will be used. Please consider what channels of communication your municipality already utilizes to communicate with residents.

- Each property owner will receive notice of the work from the City.
- Residents can sign up for email notices of project progress.
- The project will be featured on the City website under the Construction News section.
- The project will be discussed at our Board of Public Works meetings which are open to the public.

2025 PPII Work Plan

September 29, 2025

WA4001 / WA4002 / WA4035 / WA4004 / WA3008 / WA3032 / WA3044
MS0411 / MS0410 / MS0340 / MS0368 / MS0369

2026 Dye Water Testing & 2026 Flow Meter Data Analysis Estimated Project Schedule

Estimated Date	Activity
August 29, 2025	Submit Work Plan
September 29, 2025	Submit Updated Work Plan
October 10, 2025	MMSD Approves Work Plan, Notifies City of Wauwatosa
November 1, 2025	Draft Funding Agreement issued for Review
December 1, 2025	Finalized Funding Agreement
December 15, 2025	MMSD Commission Approval of Funding Agreement
January 7, 2026*	Funding Agreement and associated documents due for Board of Public Works (BPW) meeting (BPW approval required to send to Common Council)
January 14, 2026*	Board of Public Works Meeting and Approval of Funding Agreement
January 20, 2026*	Common Council Meeting and Approval of Funding Agreement
January 27, 2026*	Return to MMSD for Signatures and Final Execution following routing for City signatures
January 31, 2026	Funding Agreement fully executed

**Assumed dates based on 2025 City Meeting schedule. 2026 City Meeting Schedule is not available yet.*

Dye Water Testing

Estimated Date	Activity
January 2026	Issue Request for Proposals (RFP) for Design Consultant
March 2026	Select Design Consultant and Execute Contract
March – May 2026	Finalize Investigative and Field Work Plans Preparation
June 2026	Advertise and Bid Dye Water Testing
July 2026	Award Contract
October 2026	Investigative Field Work Compete
February 2027	Draft Reports Complete
April 2027	Final Reports Complete
July 2027	Submit Final Pay request

Meter Data Analysis

Estimated Date	Activity
January 2026	Issue Request for Proposals (RFP) for Design Consultant
March 2026	Select Design Consultant and Execute Contract
March – April 2026	Obtain Meter Data from MMSD and Finalize Scope for Meter Data Analysis and Assessment
May 2026 – October 2026	Flow Assessments
December 2027	Draft Report Complete
February 2027	Final Report Complete
June 2027	Submit Final Pay request

Engineer's Estimate - Total Project Costs								
Project Name:		2026 SANITARY SEWER DYE-WATER FLOOD TESTING & 2026 FLOW METER DATA ANALYSIS					Date: 29-Sep	
Project Location:		Wauwatosa					Estimate By: C. Jain & V. Breimon-Flores	
EXAMPLE								
NO.	ITEM	UNITS	QUANTITY	UNIT COST	ITEM COST	% MMSD Cost Share	Value of Reimbursement	Basis of Estimate
1	ex. Senior engineer	Hours	120	\$ 160.00	\$ 19,200.00	50.00%	\$ 9,600.00	Hourly Rates x LOE
2	ex. Construction Inspection	LS	1	\$ 5,000.00	\$ 5,000.00	100.00%	\$ 5,000.00	20% of Construction estimate
Section 1: Engineering Costs								
NO.	ITEM	UNITS	QUANTITY	UNIT COST	ITEM COST	% MMSD Cost Share	Value of Reimbursement	Basis of Estimate
Dye-Water Flood Testing								
1	City Engineer (City Staff)	Hours	40	\$ 180.00	\$7,200.00	0%	\$0.00	Hourly Rates x LOE
2	Senior Civil Engineer (City Staff)	Hours	450	\$ 160.00	\$72,000.00	65%	\$46,800.00	Hourly Rates x LOE
3	Civil Engineer (City Staff)	Hours	280	\$ 140.00	\$39,200.00	70%	\$27,440.00	Hourly Rates x LOE
4	Engineering Technician (City Staff)	Hours	200	\$ 120.00	\$24,000.00	74%	\$17,760.00	Hourly Rates x LOE
5	Administrative Assistant	Hours	44	\$ 100.00	\$4,400.00	0%	\$0.00	Hourly Rates x LOE
6	Dye-water Flood Testing	LF	25000	\$ 6.00	\$150,000.00	100%	\$150,000.00	Historic Bid Prices
7	Televising Laterals	EA	260	\$ 450.00	\$117,000.00	100%	\$117,000.00	Historic Bid Prices
8	Removal of Roots in Laterals Obstructing Televising	EA	40	\$ 1,200.00	\$48,000.00	100%	\$48,000.00	Historic Bid Prices
9	Inspection during Flood testing	Hours	360	\$ 145.00	\$52,200.00	100%	\$52,200.00	Hourly Rates x LOE
10	Data Processing and Report Preparation	Hours	140	\$ 195.00	\$27,300.00	100%	\$27,300.00	Hourly Rates x LOE
Flow Meter Data Analysis								
11	Senior Civil Engineer (City Staff)	Hours	400	\$ 160.00	\$64,000.00	0%	\$0.00	Hourly Rates x LOE
12	Civil Engineer (City Staff)	Hours	160	\$ 140.00	\$22,400.00	0%	\$0.00	Hourly Rates x LOE
13	Project Management (Consultant)	LS	1	\$ 12,000.00	\$12,000.00	100%	\$12,000.00	Estimate, similar project in Milwaukee
14	Meter Data Analysis and Flow Assessments (Consultant)	LS	1	\$ 103,000.00	\$103,000.00	100%	\$103,000.00	Estimate, similar project in Milwaukee
15	Documentation (Consultant)	LS	1	\$ 65,000.00	\$65,000.00	100%	\$65,000.00	Estimate, similar project in Milwaukee
Total of Section 1					\$807,700.00	Section 1 MMSD \$	\$666,500.00	
Section 2: Construction Costs								
NO.	ITEM	UNIT	QUANTITY	UNIT COST	ITEM COST	% MMSD Cost Share	Value of Reimbursement	Basis of Estimate
1					\$0.00		\$0.00	
2					\$0.00		\$0.00	
3					\$0.00		\$0.00	
4					\$0.00		\$0.00	
5					\$0.00		\$0.00	
6					\$0.00		\$0.00	
7					\$0.00		\$0.00	
8					\$0.00		\$0.00	
9					\$0.00		\$0.00	
10					\$0.00		\$0.00	
Total of Section 2					\$0.00	Section 2 MMSD \$	\$0.00	
Section 3: Totals								
Total Project Costs (Section 1 + 2)					\$807,700.00	Total MMSD \$ Reimbursement	\$666,500.00	
Requested Value of Funding Agreement: This value should be rounded to a significant digit appropriate to the current phase of the project (conceptual, planning, design, pre-construction, etc) and should equal the value entered in Work Plan Application Section II, Question 2 \$666,500.00								
Assumptions and Notes: Design, plan preparation, and project management will be performed by City staff and paid for using City funding. Reimbursement for City staff time is not being requested.								
Municipal PPII Funds \$544,500 PPII Competitive Funds \$122,000 Municipal Cost Share \$141,200 TOTAL PROJECT COST \$807,700								



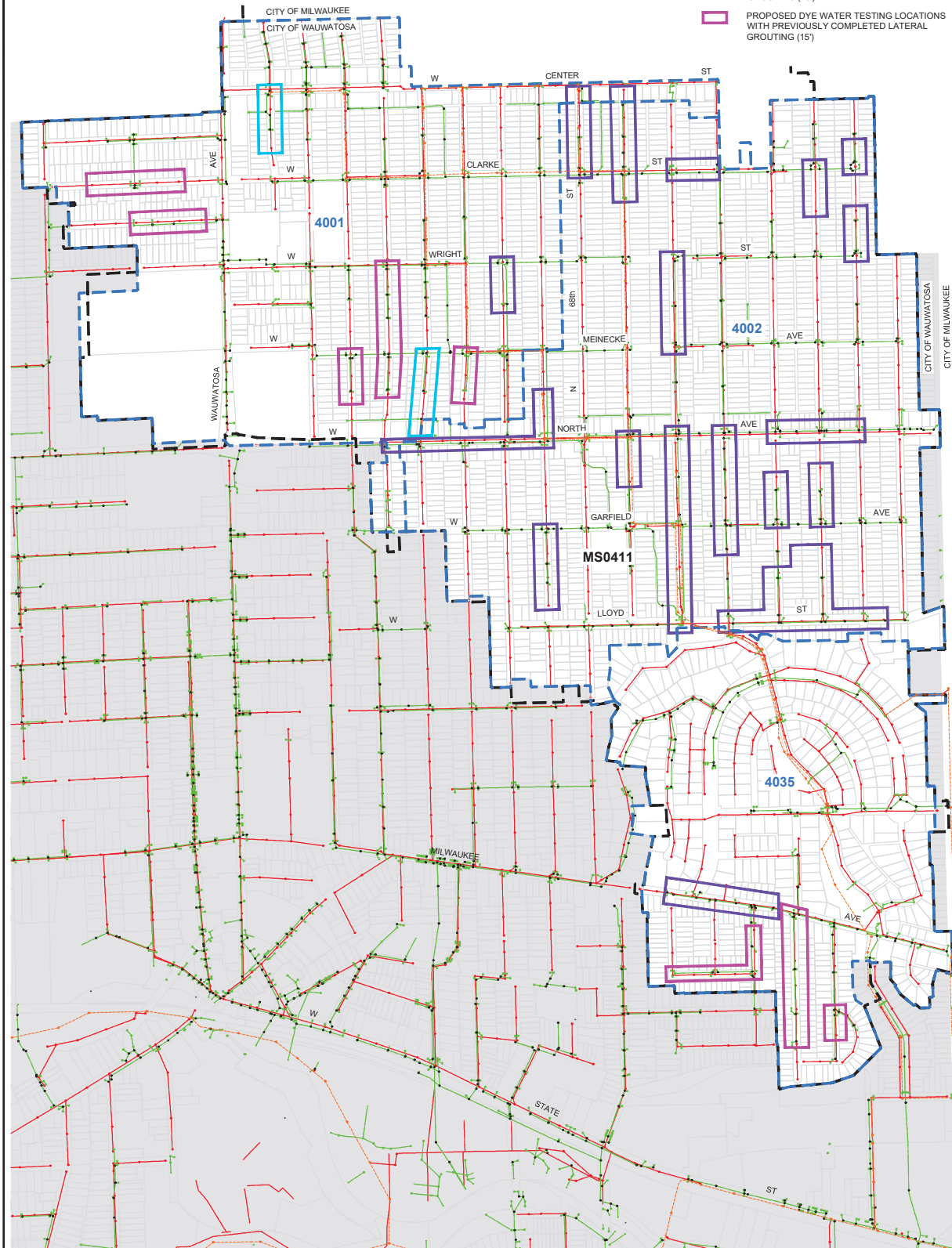
2026 PROPOSED DYE WATER TESTING LOCATIONS

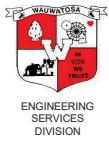
CITY OF WAUWATOSA

SEWERSHEDS 4001, 4002 & 4035
METERSHED MS0411



- WAUWATOSA SANITARY SEWER
- WAUWATOSA STORM SEWER
- SEWERSHED BOUNDARY
- METERSHED BOUNDARY
- PROPOSED DYE WATER TESTING LOCATIONS WITH PREVIOUSLY COMPLETED LATERAL GROUTING (5')
- PROPOSED DYE WATER TESTING LOCATIONS WITH PREVIOUSLY COMPLETED LATERAL GROUTING (10')
- PROPOSED DYE WATER TESTING LOCATIONS WITH PREVIOUSLY COMPLETED LATERAL GROUTING (15')





2026 PROPOSED DYE WATER TESTING LOCATIONS

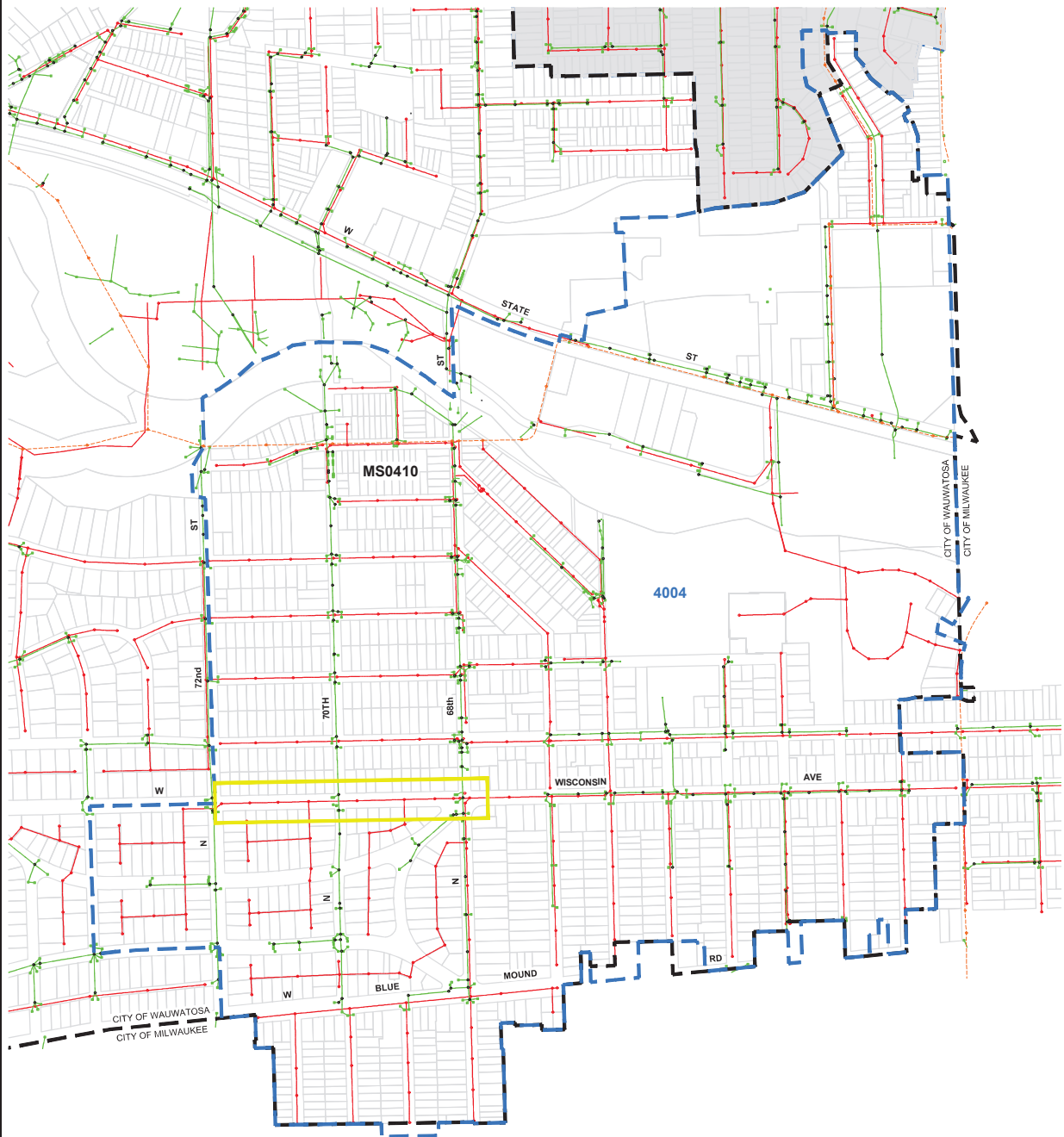
CITY OF WAUWATOSA

SEWERSHED 4004

METERSHED MS0410



- WAUWATOSA SANITARY SEWER
- WAUWATOSA STORM SEWER
- SEWERSHED BOUNDARY
- METERSHED BOUNDARY
- PROPOSED DYE WATER TESTING LOCATIONS WITH PREVIOUSLY COMPLETED LATERAL RELAYS

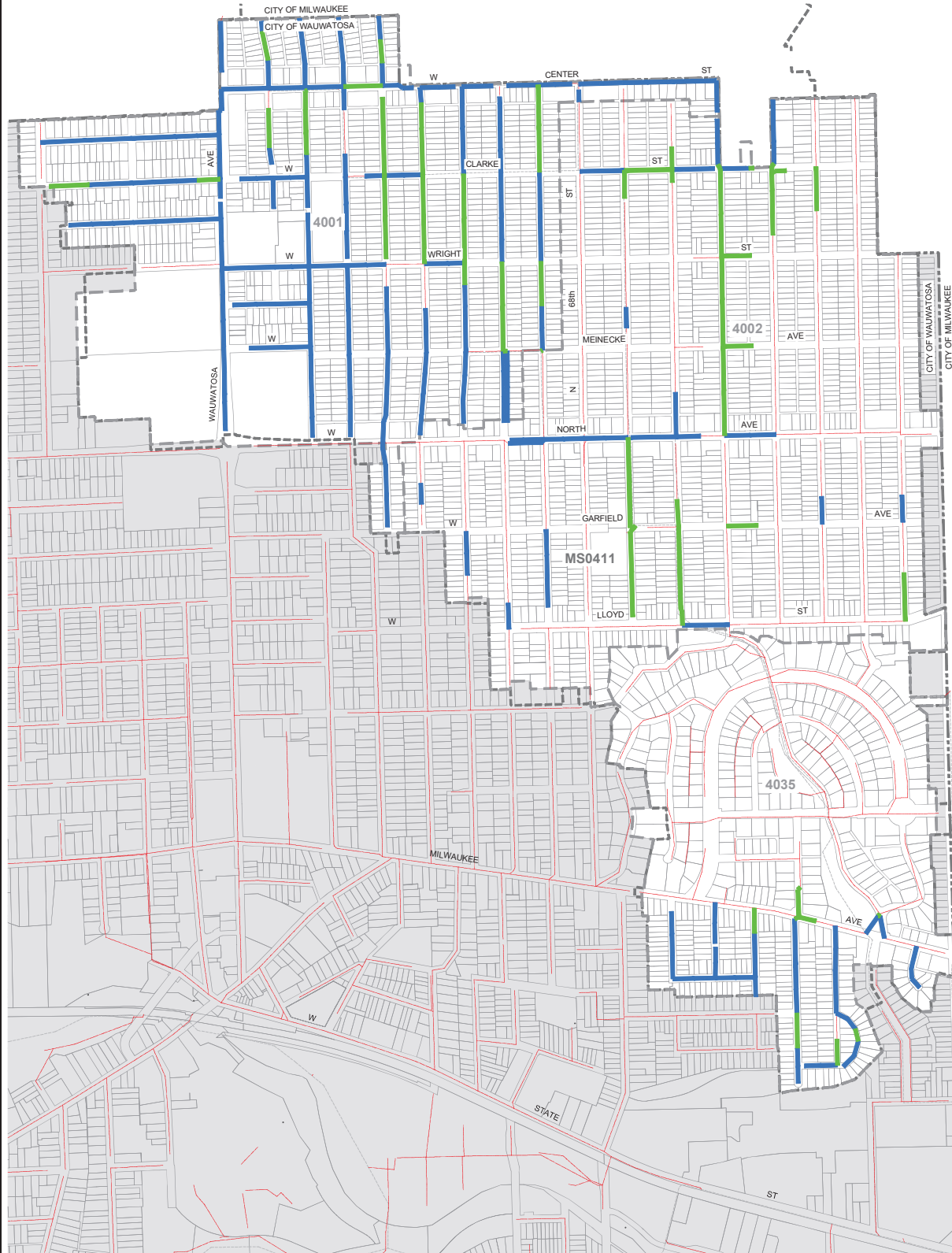


NOTE: SANITARY SEWER MAIN AND LATERALS IN WISCONSIN AVE BETWEEN N 68TH ST AND N 72ND ST (WITHIN THE YELLOW BOX) WERE RELAYED IN 2025. THE LATERAL RELAYS WERE PART OF FUNDING AGREEMENT M10005WA04.



LINED/PVC SANITARY SEWERS
CITY OF WAUWATOSA
SEWERSHEDS 4001, 4002 & 4035
METERSHED MS0411

- WAUWATOSA SANITARY SEWER
- WAUWATOSA PVC SANITARY SEWER
- WAUWATOSA LINED SANITARY SEWER
- SEWERSHED BOUNDARY
- METERSHED BOUNDARY



MMSD Installed Flow Meters
City of Wauwatosa
PPII - 2026 FLOW METER DATA ANALYSIS

Site Code	Monitoring Class	Manole Number	Location
WA2317	Portable	WA4002-317	6519 W. North Ave
WA2320	Portable	WA4002-320	2342 N. 65th St.
WA8025	Portable	WA3008-025	9827 Grantosa Dr
WA8031	Portable	WA3008-031	4162 N. 98th Street
WA8060	Portable	WA3008-060	NW Corner of N. 92nd St. @ Marion St.
WA8135	Portable	WA3008-135	W/O Ruby & 100th St
WA818N	Portable	WA3008-018	Grantosa & 98th (s/o 99th)
WA8221	Portable	WA3008-221	9724 W. Palmetto Ave.
WA8222	Portable	WA3008-222	9828 W Palmetto Ave
WA8256	Portable	WA3008-256	9929 W. Grantosa Dr.
MS0328	Permanent	WA3006-190	1901 Menomonee River Parkway
MS0329	Permanent	WA3013-042	N. 113th St. & Garfield
MS0330	Permanent	WA3012-185	115th & Watertown Plank Rd.
MS0359	Permanent	440-20S43	N. 84th St., Ext'd 120' S/O W. Portland Ave.
MS0369	Permanent	WA3044-020	Menomonee River Pky SW of Kenyon
MS0399	Permanent	355-063	Milwaukee County Zoo - User Charge Site
C08525	Portable	8525	2409 N. 67th St (MMSD MIS)
C18101	Portable	18101	2343 N 69th St (MMSD MIS)
CK0411	Portable	7429	1363 N Martha Washington Blvd (MMSD MIS)
M08415	Portable	8415	2156 N. 66th St.
M08433	Portable	8433	2151 N. 66th St.

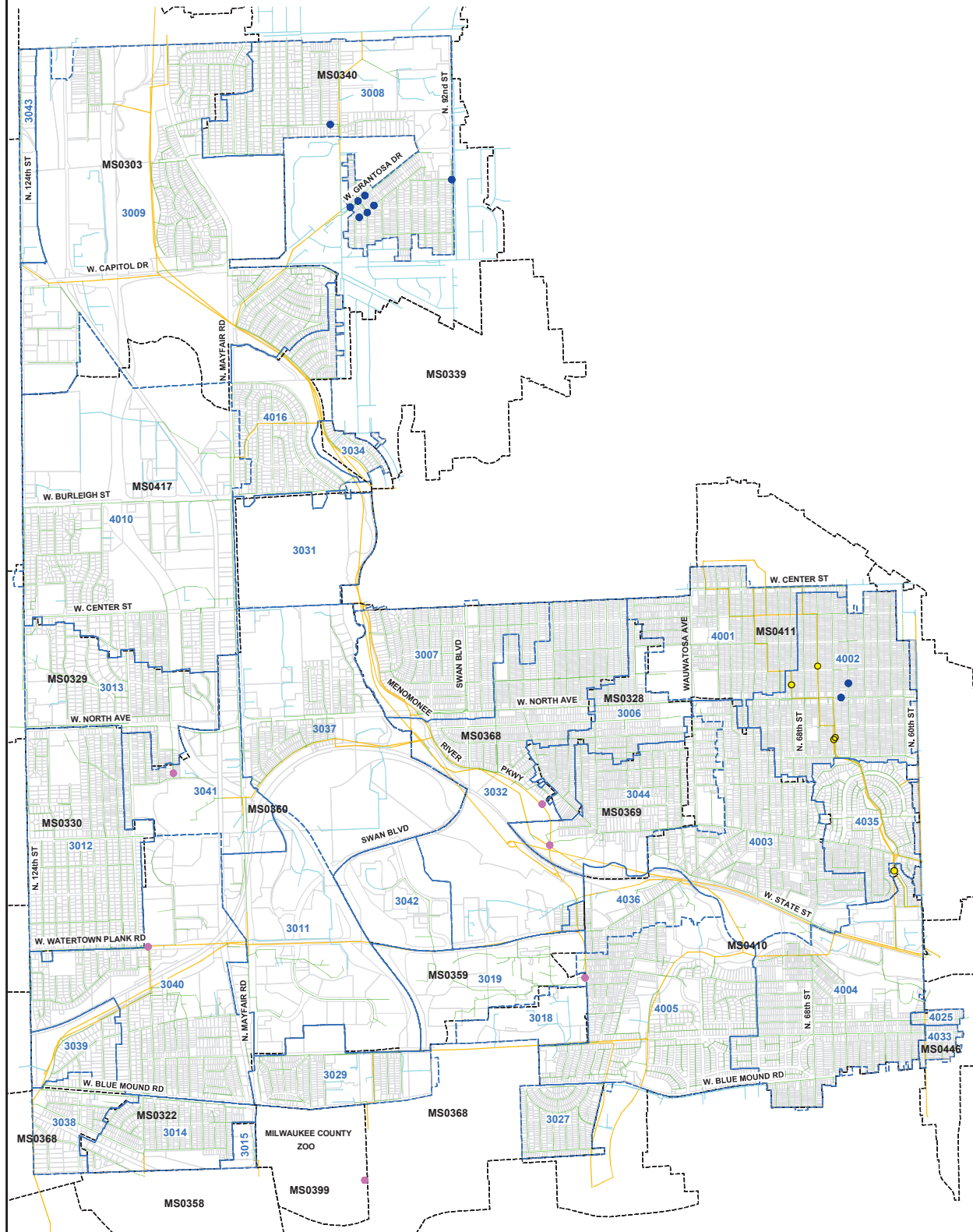


2026 METER DATA ANALYSIS

CITY OF WAUWATOSA
LOCATIONS OF FLOW METERS

LEGEND

- TEMPORARY FLOW METER IN WAUWATOSA MANHOLE
- TEMPORARY FLOW METER IN MMSD MANHOLE
- PERMANENT FLOW METER
- - - METERSHED BOUNDARY
- - - SEWERSHED BOUNDARY



ATTACHMENT B
Agreement Deliverables

Pre-Investigation Deliverables (To be submitted as indicated prior to beginning of investigative work):

1. A minimum of a one week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District PM via the District Municipal Portal in PDF or Word format a minimum of one week prior to bidding.
3. Final bid documents shall be provided to the District PM via the District Municipal Portal in PDF format for review and approval prior to advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District PM via the District Municipal Portal in PDF format upon close of the bid process prior to award of contract.
5. Electronic copies of the executed contract documents shall be provided to the District PM prior to the Municipality's issuance of the Notice to Proceed via the District Municipal Portal in PDF format.

Investigation Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

6. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the Work contained in the submittal via the District Municipal Portal in PDF format.
7. A minimum of a one week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.
8. A minimum of a three-day notice shall be provided to the District of all dye water testing work.
9. An accurate schedule of field activities shall be provided to the District PM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District PM via email on a monthly basis.
11. Inspection reports from the field engineer for work completed shall be submitted to the District PM via the District Municipal Portal in PDF or spreadsheet format on a monthly basis or with reimbursement request, whichever occurs more frequently.
12. All contract deliverables organized, formatted, and delivered as specified by the contract as approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to investigation.

Post-Investigation Deliverables (To be submitted prior to final reimbursement being processed):

13. The Final Project Summary Report shall be submitted to the District PM via the District Municipal Portal in PDF format prior to the final reimbursement request. The template

ATTACHMENT B
Agreement Deliverables

that must be used can be found on the District's website: [Project Summary Report Template \(https://www.mmsd.com/government-business/rules-regulations/private-property-i-i\)](https://www.mmsd.com/government-business/rules-regulations/private-property-i-i).

14. Municipality will be responsible for providing pre-Work flow monitoring data.
15. Provide to the District all final reports and recommendations from the consultant. Include in RFP to consultant for a presentation at the Technical Advisory Team or Annual PPII Workshop.
16. Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of Work performed by property following the District template form data fields and format. The document shall be provided to the District via the District Municipal Portal in an Excel format.
17. Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
18. Provide all post-investigation CCTV inspection videos to the District via t4 Vault with associated metadata.

ATTACHMENT C

Requirements of Contractor

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of the Program, the following terms and conditions must be included in all contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

1. **Contractor Communication/Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District a Communication/Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact in the event of an emergency; (4) the contact information for the District's Senior Project Manager; (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; and (6) a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
2. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stats. § 66.0901(9)(b).
3. **Assignment:** The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.

ATTACHMENT D
Template: Contractor Application for Payment

1. ORIGINAL CONTRACT PRICE	\$	
2. Net change by Change Orders.....	\$	
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	
4. TOTAL COMPLETED AND STORED TO DATE	\$	
(Column F on Progress Estimate)		
5. RETAINAGE:		
a. _____ % x \$ _____ Work Completed.....	\$	
b. _____ % x \$ _____ Stored Material	\$	
c. Total Retainage (Line 5a + Line 5b)	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	
8. AMOUNT DUE THIS APPLICATION	\$	
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 above)	\$	

Payment of: \$ _____ (line 8 or other - attach explanation of other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____ (line 8 or other - attach explanation of other amount)

Approved by: _____

Funding Agency (if applicable) _____ (Date) _____

