



Virtual Meeting
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, February 9, 2021

7:30 PM

Virtual Meeting

ELECTRONIC MEETING NOTICE: Pursuant to the current recommendation of the CDC limiting the size of public gatherings and the various federal and state orders implementing that recommendation, and to help protect our community from the Coronavirus (COVID-19) pandemic, this meeting will be held virtually through the GoToMeeting platform with each member accessing the meeting remotely. Citizens wishing to attend the meeting are encouraged to watch the live broadcast of the meeting on the City's YouTube Account (<https://www.youtube.com/channel/UCZDJETJla2M-KQgIcEDiyMQ>), or on the City's Agenda Management Website (<http://mequoncitywi.iqm2.com/Citizens/default.aspx>). Citizens may also join the meeting online or by phone. Please go to <https://www.gotomeet.me/Mequon/cc> and enter access code 298-967-317 to join the meeting online or call into the meeting by dialing 1-866- 899- 4679 and enter access code 298-967-317.

WRITTEN PUBLIC COMMENTS may be made in writing in advance of the meeting. Written comments should be directed to the Public Works Department at least 2 hours prior to the meeting by email at klundeen@ci.mequon.wi.us addressed to the intended committee. Written public comment may also be deposited in the drop box at City Hall on 11333 N. Cedarburg Road, Mequon at least 2 hours prior to the meeting. Comments received timely will be forwarded to all members of the body for their consideration.

VERBAL PUBLIC COMMENTS will be accepted only from members of the public who register in advance. Registration shall be made by sending an email to Director of Public Works/City Engineer Kristen Lundeen at klundeen@ci.mequon.wi.us or by leaving a message at 262-236-2938 later than 2 hours prior to the meeting.

Reasonable accommodations will be made for those citizens who are unable to attend the meeting in the methods identified above upon at least two hours' notice. Notice can be given to the City Clerk's Office at 262-236-2914.

AGENDA

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. December 08, 2020 Minutes
- 3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 3810** A Resolution Awarding the Following in Connection with Phase 3 Rehabilitation Work on the Mequon-Thiensville Sanitary Sewer Interceptor: A) A Contract for Cured-in-Place Lining to Insituform of Chesterfield, Missouri in the Amount of \$738,575; and B) A Contract for Inspection Services to Kapur and Associates, Inc. of Milwaukee, Wisconsin in the Amount of \$38,052

4) Adjourn

Dated: February 9, 2021

/s/ John Wirth, 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

Tuesday, December 8, 2020

7:30 PM

Virtual Meeting

Minutes

1) Call to Order, Roll Call

Chair Wirth called the meeting to order 7:30 PM.

Present:

Commissioner John Wirth
Commissioner Robert Strzelczyk
Commissioner Glenn Bushee
Commissioner Dale Mayr
Commissioner Jeffrey Hansher
Commissioner Mark Gierl
Commissioner Brian Parrish
Commissioner Kathleen Schneider
Commissioner Andrew Nerbun

Also present were City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, Finance Director Krueger, Director of Public Works/City Engineer Lundeen, Deputy Director of Utilities Driscoll, and Administrative Assistant Deuster.

2) Approval of Meeting Minutes

a. November 10, 2020 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Hansher

SECONDED BY: Commissioner Strzelczyk

AYES:	Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun
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3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3792** A Resolution Approving a Transfer of Funds within the Sanitary Sewer Utility District's Capital Budget for 2020

Attachment: 12-08-2020 Mins_Sewer Utility District Commission (5939 : December 08, 2020 Minutes)

RESULT: Approved [Unanimous]
MOVED BY: Commissioner Strzelczyk
SECONDED BY: Commissioner Nerbun

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

4) Motion to Adjourn at 7:32 PM.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Commissioner Hansher
SECONDED BY: Commissioner Mayr

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

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 12-08-2020 Mins_Sewer_Utility District Commission (5939 : December 08, 2020 Minutes)



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: February 9, 2021
SUBJECT: RESOLUTION 3810 A Resolution Awarding the Following in Connection with Phase 3 Rehabilitation Work on the Mequon-Thiensville Sanitary Sewer Interceptor: A) A Contract for Cured-in-Place Lining to Insituform of Chesterfield, Missouri in the Amount of \$738,575; and B) A Contract for Inspection Services to Kapur and Associates, Inc. of Milwaukee, Wisconsin in the Amount of \$38,052

Background

The 2021 Sanitary Sewer Budget was adopted October 27, 2020 and included a number of capital improvements. Much of the work is a continuation of prior years' improvements and upgrades to the sanitary sewer collection system and lift stations as components age and deteriorate.

The Mequon-Thiensville Sanitary Sewer Interceptor was built in 1986 and has deteriorated due to hydrogen sulfide formation from the force mains and gravity sewers. The Mequon-Thiensville Sanitary Sewer Interceptor Rehabilitation work is critical to both the operation of the City of Mequon and Village of Thiensville's sanitary sewer systems. Both the Village of Thiensville and City of Mequon rely on this interceptor prior to its connection with the MMSD's metropolitan interceptor sewer. The rehabilitation of the Mequon/Thiensville Sanitary Sewer Interceptor will address the infrastructure condition of the sanitary sewer system in advance of the scheduled WisDOT paving of Cedarburg Road from Mequon Road to County Line Road. Four phases of sewer work are planned. The first phase was completed in 2017, the second phase was completed in 2020. This contract is for the third and final phase of cured-in-place lining. An additional fourth project is planned in 2022 as part of a State-Municipal Agreement (SMA) for open-cut flow equalization at Donges Bay Road and Sherwood Drive, during the STH 57 road reconstruction project.

Analysis

The Mequon-Thiensville Sanitary Interceptor Sewer Rehabilitation work listed above is critical to both the operation of the City of Mequon and Village of Thiensville's sanitary sewer systems. Staff has requested written bids from multiple companies for the Mequon-Thiensville Sanitary Interceptor Sewer Rehabilitation. In addition, staff has requested proposals from qualified consulting engineers for the specialized inspection of this work.

Staff has received written bids from multiple companies for the Mequon-Thiensville Sanitary Sewer Interceptor Rehabilitation project, which are detailed below and included in the bid summary form attached as Exhibit A.

Contractor	Bid Price
InsituForm	\$738,575
Visu-Sewer	\$771,913
Michels Pipeline Services	\$857,645
Granite Inliner	\$877,120

For project inspection services, staff requested proposals from five local consulting firms with construction inspection divisions. Four of five responded to staff's request for proposals. The cost of the construction inspection and administrative services for two shifts to observe sewer work for 40 days is estimated at \$38,052, including laboratory material testing. The work will be billed based on the actual time performing inspection, and a summary of proposed fees is depicted below and also included as Exhibit B.

Contractor	Inspection Fees
Kapur	\$38,052
Bloom	\$42,134
Clark Dietz	\$42,580
raSmith	\$49,920

Fiscal Impact

The fiscal year 2021 budget included \$1,000,000 in the Gravity Sewer Account 610669-740001 for this third and final phase to rehabilitate the Mequon-Thiensville Sanitary Interceptor. The bid and proposal total equal \$776,627.

A cost sharing agreement was established on March 11, 1987 with Thiensville for this interceptor sewer, and Thiensville is responsible for reimbursing Mequon for approximately one third of the contract expense which totals \$261,335. This agreement is attached for reference as Exhibit C.

Recommendation

Staff recommends that the Sanitary Utility District Commission favorably endorse, and the Common Council approve the resolution to complete the third and final phase of inspection and rehabilitation of the Mequon -Thiensville Sanitary Interceptor.

Attachments:

Exhibit A - Bid Opening Summary (PDF)

Exhibit B - M-T Inspection Summary (PDF)

Exhibit C - M-T Funding Agreement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3810

A Resolution Awarding the Following in Connection with Phase 3 Rehabilitation Work on the Mequon-Thiensville Sanitary Sewer Interceptor: A) A Contract for Cured-in-Place Lining to Insituform of Chesterfield, Missouri in the Amount of \$738,575; and B) A Contract for Inspection Services to Kapur and Associates, Inc. of Milwaukee, Wisconsin in the Amount of \$38,052

A. A number of capital improvement projects were identified as part of the FY2021 Sanitary Sewer budget adopted by the Common Council on October 27, 2020.

B. These projects are critical to the City's sanitary sewer operations.

C. City staff has received and evaluated multiple bids for installation and inspection of the project.

D. City staff recommends that the capital projects totaling \$776,627 be awarded to the following contractors:

1. Rehabilitation of the Mequon-Thiensville Sanitary Interceptor with Cured-In-Place Lining to Insituform for \$738,575.
2. Inspection of the Mequon-Thiensville Sanitary Interceptor Rehabilitation to Kapur & Associates for \$38,052.

E. The FY 2021 Sanitary Utility Capital Improvement Budget and the Budget Transfer Resolution 3792 have established adequate funds for the Mequon-Thiensville Sanitary Interceptor Rehabilitation projects.

F. The Sewer Utility District Commission at its meeting on February 9, 2021 endorsed staff's recommendations.

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

1. City staff be authorized to contract for Rehabilitation of the Mequon-Thiensville Sanitary Interceptor with Cured-In-Place Lining to Insituform for \$738,575.

2. City staff be authorized to contract for Inspection Services of the Mequon-Thiensville Sanitary Interceptor Rehabilitation to Kapur & Associates for \$38,052.

3. Funding for this contract will be from the Sewer Utility Gravity Sewer Account

610669-740001 at a total contract cost of \$776,627.

4. The Mayor and City clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: February 9, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2021.

Caroline Fochs, City Clerk

CITY OF MEQUON

Exhibit A (p.1 of 2)

WISCONSIN

BIDS RECEIVED FOR: Mequon-Thiensville Sanitary Interceptor Rehabilitation #1953-K-21

BID OPENING:

1/21/2021

DATE

2:00 PM

TIME

BIDDER	City Prequal	Product Prequal	Addendum No 1	TOTAL BASE BID	TOTAL ADDITIVE #1 BID	TOTAL
Insituform Technologies	x	x	x	\$731,347.50	\$7,227.20	\$738,574.70
Visu-Sewer	x	x	x	\$757,492.50	\$14,420.00	\$771,912.50
Michels	x	x	x	\$847,085.00	\$10,590.00	\$857,675.00
Granite Inliner	x	x	x	\$868,840.00	\$8,208.00	\$877,048.00

Attachment: Exhibit A - Bid Opening Summary (RESOLUTION 3810 : Awarding a Contract for Mequon-

Exhibit A (p.2 of 2)

Contract No. 1953-K-21: Mequon-Thiensville Sanitary Interceptor Rehabilitation

ITEM NUMBER	BASE BID ITEMS	UNIT	EST.		InsituForm		Granite Inliner		Visu-Sewer		Michels	
			QUANTITY									
1	36-Inch Nominal Diameter Sanitary Sewer Cured In Place Pipe Lining	LF	4,680		\$136.90	\$640,692.00	\$155.00	\$725,400.00	\$145.00	\$678,600.00	\$142.00	\$664,560.00
2	Temporary Mainline Sewer By-pass	LS	1		\$4,132.90	\$4,132.90	\$55,000.00	\$55,000.00	\$24,600.00	\$24,600.00	\$87,400.00	\$87,400.00
3	Temporary Building Sewer By-pass	EACH	1		\$103.60	\$103.60	\$1,000.00	\$1,000.00	\$5.00	\$5.00	\$3,500.00	\$3,500.00
4	Reinstate Active Sanitary Lateral	EACH	1		\$501.00	\$501.00	\$300.00	\$300.00	\$500.00	\$500.00	\$155.00	\$155.00
5	Accommodation Allowance	Each	1		\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
6	Removal of Lateral Intrusion	EACH	1		\$580.10	\$580.10	\$560.00	\$560.00	\$10.00	\$10.00	\$300.00	\$300.00
7	Lateral Grouting	GAL	5		\$569.80	\$2,849.00	\$400.00	\$2,000.00	\$250.00	\$1,250.00	\$890.00	\$4,450.00
8	Traffic Control	LS	1		\$1,290.60	\$1,290.60	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00
9	Allowance for 36-inch dia. Sanitary Sewer Spot Repair, Class “C” Bedding	LF	10		\$1,500.00	\$15,000.00	\$1,500.00	\$15,000.00	\$1,500.00	\$15,000.00	\$1,500.00	\$15,000.00
10	Clean and Examine Sanitary Sewer Pre-installation CCTV and Post-construction CCTV	LF	4,680		\$3.50	\$16,380.00	\$3.50	\$16,380.00	\$5.00	\$23,400.00	\$9.00	\$42,120.00
11	Heavy Cleaning	LF	50		\$5.20	\$260.00	\$50.00	\$2,500.00	\$20.00	\$1,000.00	\$25.00	\$1,250.00
12	Install Manhole Seals	EACH	12		\$2,175.40	\$26,104.80	\$3,400.00	\$40,800.00	\$10.00	\$120.00	\$250.00	\$3,000.00
13	Surface Restoration (Asphalt)	SY	55		\$57.00	\$3,135.00	\$85.00	\$4,675.00	\$71.50	\$3,932.50	\$50.00	\$2,750.00
14	Surface Restoration (Shoulder)	SY	35		\$36.30	\$1,270.50	\$20.00	\$700.00	\$25.00	\$875.00	\$50.00	\$1,750.00
14	Surface Restoration (Grass)	SY	135		\$139.80	\$18,873.00	\$10.00	\$1,350.00	\$15.00	\$2,025.00	\$5.00	\$675.00
Total Base Bid Items 1 through 15:					\$731,347.50		\$868,840.00		\$757,492.50		\$847,085.00	
ITEM NUMBER	ADDITIVE BID ITEMS	UNIT	EST.		InsituForm		Granite Inliner		Visu-Sewer		Michels	
			QUANTITY									
16	Quality Control, Plate Sample Testing 36-inch dia. Sanitary Sewer CIPP Lining	EA	8		\$17.60	\$140.80	\$300.00	\$2,400.00	\$300.00	\$2,400.00	\$200.00	\$1,600.00
17	Quality Control, 2-inch dia. Core Sample Testing 36-inch dia. Sanitary Sewer CIPP Lining	EA	4		\$16.60	\$66.40	\$300.00	\$1,200.00	\$1,250.00	\$5,000.00	\$200.00	\$800.00
18	Temperature Sensor 36-inch dia. Sanitary Sewer CIPP Lining	LF	4,680		\$1.50	\$7,020.00	\$1.00	\$4,680.00	\$1.50	\$7,020.00	\$1.75	\$8,190.00
Total Additive Bid Items 16 through 18					\$7,227.20		\$8,280.00		\$14,420.00		\$10,590.00	

Attachment: Exhibit A - Bid Opening Summary (RESOLUTION 3810 : Awarding a Contract for Mequon-Thiensville Sanitary Interceptor Phase 3)

CITY OF MEQUON

Exhibit B

WISCONSIN

Summary of Proposals for Inspection Services of the Mequon-Thiensville Sanitary Interceptor Rehabilitation #1953-K-21

1/22/2021

DATE

4:30 PM

TIME

Task Description	Kapur	Bloom	Clark Dietz	raSmith
1. Meetings	\$1,076.00	\$1,124.00	\$1,920.00	\$1,984.00
2. Review of Submittals	\$880.00	\$4,608.00	\$1,640.00	\$1,456.00
3. Construction Inspection	\$33,660.00	\$26,660.00	\$32,000.00	\$38,008.00
4. Construction Administrative Services	\$2,436.00	\$9,742.00	\$7,020.00	\$8,472.00
Totals	\$38,052.00	\$42,134.00	\$42,580.00	\$49,920.00
Hourly Rates				
Construction Administrator	\$159/hr	\$128/hr	\$120/hr	\$160/hr
Inspector	\$82/hr	\$88/hr	\$100/hr	\$88/hr

COMMON COUNCIL
OF THE
CITY OF MEQUON
RESOLUTION NO. 925

APPROVING THE THIENSVILLE-MEQUON INTERCEPTOR SEWER
COST SHARING AGREEMENT

WHEREAS, the Common Council deems it advantageous to the City of Mequon to participate jointly with the Village of Thiensville in the construction of a sanitary sewer interceptor in North Cedarburg Road from Mequon Road south to County Line Road;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that the Thiensville-Mequon Interceptor Sewer Cost Sharing Agreement attached hereto be and is hereby approved.

BE IT FURTHER RESOLVED that the appropriate city officials be and are hereby authorized to execute the Thiensville-Mequon Interceptor Sewer Cost-Sharing Agreement on behalf of the City of Mequon.

Approved: _____

Constance A. Pukaite
Constance A. Pukaite, Mayor

Date Approved: _____

3-11-87

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on the tenth day of March, 1987.

Louise M. Rzentkowski
Louise M. Rzentkowski, City Clerk

Published: March 18, 1987

THIENSVILLE-MEQUON INTERCEPTOR SEWER
COST-SHARING AGREEMENT

AGREEMENT, by and between the VILLAGE OF THIENSVILLE, a municipal corporation ("Thiensville"), and the CITY OF MEQUON, a municipal corporation ("Mequon").

WHEREAS:

1. The parties are in the same drainage area as the Milwaukee Metropolitan Sewerage District ("MMSD").
2. Thiensville is required to connect its sanitary sewer system to the MMSD system, and, to accomplish this connection, is planning to build an interceptor sewer (the "interceptor") through the Village and south to Mequon Road (the "Thiensville Interceptor"), and from Mequon Road south to the Milwaukee County line (the "M-T Interceptor"), in accordance with the plans and specifications known as the "Mequon-Thiensville Joint Facilities Plan (1986)."
3. Thiensville is negotiating with MMSD so that, upon completion of the interceptor, Thiensville's local sewers may connect to MMSD and Thiensville's local sewage flow into MMSD's sewerage system for transmission and disposal.
4. Future development in Mequon will be facilitated by the presence of an interceptor sewer.
5. Mequon and Thiensville will mutually benefit if they cooperate toward the construction of the M-T Interceptor.
6. It is estimated that the cost of the M-T Interceptor will be \$2,397,000. It is also estimated that \$1,208,000 in grant moneys will be available. After application of the grants received, the estimated net cost of construction will be \$1,189,000.
7. The interceptor will have a capacity of approximately 20.8 cubic feet per second, based on Thiensville's design flow of 7.0 cfs., or 33.65%, and Mequon's design flow of 13.8 cfs., or 66.35%.
8. The parties desire to share the net costs of construction of the M-T Interceptor on the basis of the design flows.

NOW, THEREFORE, in consideration of the foregoing, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE PARTIES AGREE AS FOLLOWS:

SECTION I.

1. CONSTRUCTION OF INTERCEPTOR.

1.1. Thiensville shall Construct. Thiensville shall build the Thiensville Interceptor sewer through the Village and south to Mequon Road and the M-T Interceptor from Mequon Road south to the Milwaukee County line, in accordance with the plans and specifications known as the "Mequon-Thiensville Joint Facilities Plan (1986)."

1.2. Assignment of Easements. Mequon shall assign to Thiensville its rights in any easements or rights of way which it currently possesses, and which are necessary and appropriate to the construction of the interceptor. Mequon shall grant to Thiensville, across land owned by Mequon, any easements or rights of way which are necessary and appropriate to the construction of the interceptor.

SECTION II.

2. CAPITAL COSTS.

2.1. Grant-eligible Construction Costs. The net costs of construction of the M-T Interceptor shall be divided between the parties on the basis of design flows, with Mequon bearing 66.35% of such costs, and Thiensville bearing 33.65% of such costs. Net costs consist of the total costs of construction of the M-T Interceptor minus the grant moneys received and attributable to these costs.

2.2. Additional Construction Costs. Other costs of construction, including, but not limited to, the cost of litigation concerning and acquisition of necessary easements, shall be divided between the parties, with Mequon bearing 66.35% of such costs, and Thiensville bearing 33.65% of such costs. In any such litigation or other proceedings, Mequon shall have the rights to participate as a co-party and to be represented by counsel of its choice. No such litigation shall be commenced without the knowledge and consent of both parties hereto.

2.3. Payment. Not more often than monthly, Thiensville shall bill Mequon for its share of the costs of construction of the M-T Interceptor. Said amounts billed shall be due and payable on the first day of the month following the month of billing.

2.4. Capital Reimbursements from MMSD. This subsection shall apply only in the case that Thiensville receives capital cost reimbursement from MMSD based on the entire cost of the interceptor (including amounts for which Mequon has paid). In such case, capital cost reimbursements from MMSD attributable to the construction costs of the M-T Interceptor shall be shared between the parties on the same basis as the costs were shared. Mequon shall receive 66.35% and Thiensville shall receive 33.65% of such reimbursements.

SECTION III.

3. OPERATION AND MAINTENANCE.

3.1. Duty of Maintenance. Mequon shall be responsible for the maintenance of the M-T Interceptor in accordance with applicable MMSD rules.

3.2. Allocation of Costs. Costs of the operation and maintenance ("O&M" costs) of the M-T Interceptor shall be divided between the parties, with Mequon bearing 66.35% of such costs, and Thiensville bearing 33.65% of such costs.

3.3. Payment. Not more often than quarterly, Mequon shall bill Thiensville for its share of the O&M costs. Said amounts billed shall be due and payable on the first day of the month following the month of billing.

SECTION IV.

4. CONNECTIONS.

4.1. Municipal sewers. Mequon may connect its municipal mains and laterals to the M-T Interceptor at any point it deems appropriate, at Mequon's expense.

4.2. Private Connections. This agreement shall not affect or redefine the Thiensville sewer service area; nor shall it create any right to any private party to connect to or discharge into the interceptor.

4.3. MMSD Regulations. Notwithstanding anything to the contrary contained elsewhere in this agreement, prior to making or allowing any direct or indirect connections to the M-T Interceptor, all necessary approvals shall have been obtained from MMSD. Sewage from discharge points shall at all times comply with all applicable regulations promulgated by MMSD.

SECTION V.

5. PROMPT PAYMENT.

5.1. Disputed Charges. Mequon agrees to pay in full all amounts billed by Thiensville to Mequon pursuant to this contract. Mequon agrees that, before it may for any reason contest the validity or amount of any such billing, it shall first have paid the full amount thereof to Thiensville. Mequon agrees that its sole remedy against Thiensville shall be to seek a refund of any payment which it challenges. If Mequon is successful in such a challenge, Thiensville shall pay, in addition to the principal amount in dispute, interest at the rate of one percent (1%) for each month, or fraction thereof, from the time of payment until the excess payment is returned.

5.2. Late Payment Charges. If Thiensville bills Mequon within thirty days prior to the due date of a bill, Mequon shall be allowed thirty days in which to pay said amount and, if the amount billed is not paid within such period, it shall bear interest at the rate of one percent (1%) for each month, or fraction thereof, from the date of billing until paid.

SECTION VI.

6. TERM.

6.1. The parties acknowledge that they are entering into this contract in reliance on each other's commitment to remain a continuous, long-term user of the M-T Interceptor, and agree not to terminate their use of the M-T Interceptor at any time before the year 2005 A.D.

SECTION VII.

7. ASSIGNMENT.

7.1. Either party shall have the right, at any time, to assign to MMSD its rights and duties created by or pursuant to this contract, including its rights as assignee of any easements. Such assignment, however, shall in no way serve to diminish or hamper the rights of the other party as they are established herein.

SECTION VIII.

8. SEVERABILITY.

8.1. The provisions of this contract are declared to be severable. Judicial invalidation of any provision of this contract shall have no effect on the validity and enforceability of any other section, subsection or other provision of this agreement.

SECTION IX.

9. CONTINGENCIES. This contract shall become binding upon the parties only upon the occurrence of the following events:

9.1. MMSD Contract. Thiensville shall enter into a contract, free of any remaining contingencies, with MMSD for the connection of the interceptor to MMSD and the transmission and disposal of sewage conveyed by the interceptor to MMSD.

9.2. Village Board Approval. This contract shall be approved by a majority of the Village Board of the Village of Thiensville.

9.3. City Council Approval. This contract shall be approved by a majority of the Common Council of the City of Mequon.

IN WITNESS WHEREOF, this agreement has been executed on behalf of the Village of Thiensville, pursuant to a resolution dated 3-10, 1987, and on behalf of the City of Mequon, pursuant to a resolution dated March 10, 1987.

VILLAGE OF THIENSVILLE

By: Robert C. Warber
Robert C. Warber, President

Attest: John R. Gibbons
John R. Gibbons, Clerk

CITY OF MEQUON

By: Constance A. Pukaite
Constance A. Pukaite, Mayor

Attest: Louise M. Rzentkowski
Louise M. Rzentkowski, Clerk

Approved as to form on
April 2, 1987.

Robert L. Feind, Jr.
Robert L. Feind, Jr.
Village Attorney
Village of Thiensville

Approved as to form on
John A. Meyer, 1987.

John A. Meyer
City Attorney
City of Mequon