



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

www.ci.mequon.wi.us

Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Tuesday, June 14, 2022 7:15 PM
or Immediately Following the
Mequon Municipal Water Utility Commission Meeting
Christine Nuernberg Hall

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. May 10, 2022 Minutes
- 3) Resolutions
Action requested: review and recommend approval
 - a. **RESOLUTION 3958** A Resolution Authorizing City Staff to File the City of Mequon's Compliance Maintenance Annual Report (CMAR) for Calendar Year 2021, in Accordance with Requirements Under Wisconsin Administrative Code NR208
 - b. **RESOLUTION 3962** A Resolution Authorizing Award of a Contract to Design Tamerlane Drive Lift Station O Capacity Improvements to S.E.H. of Sheboygan, WI in the Amount of \$46,960
- 4) Information Items
 - a. Update on Sewer Lateral Project
- 5) Adjourn

Dated: June 14, 2022

/s/ Andrew Nerbun, Mayor

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

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

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



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SEWER UTILITY DISTRICT COMMISSION

Tuesday, May 10, 2022

7:30 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Commissioner Nerbun called the meeting to order at 8:34 PM.

Present:

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

Also present were City Clerk Fochs, City Administrator Jones, City Attorney Sajdak, Director of Public Works/City Engineer Lundeen, Finance Director Engroff, Deputy Director of Utilities Driscoll.

2) Approval of Meeting Minutes

a. April 12, 2022 Minutes

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

MOVED BY: Commissioner Strzelczyk

SECONDED BY: Commissioner Parrish

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

DEEMED NO: Seat

3) Resolutions

Action requested: review and recommend approval

Attachment: 05-10-2022 Mins_Sewer Utility District Commission (7376 : May 10, 2022 Minutes)

a. **RESOLUTION 3953** A Resolution Authorizing a Boundary Amendment to the City of Mequon Sanitary Sewer Service Area

Director of Public Works/City Engineer Lundeen stated this amendment corresponds to the farm field adjacent to 10129/10133 North Swan Road. These parcels are not inside the Sewer Service Area, and an amendment is required to serve it with public sewer. In this initial request, the two homes adjacent to the Swan Farm Fields are also included. These property owners can decide whether they would like to be included in the Sewer Service Area or not, as the City moves through the process. The Developer notified the City that following approval of the amendment, they are interested to pursue preliminary plat and a development agreement while the approval process continues with the Southeastern Wisconsin Regional Planning Commission, Milwaukee Metropolitan Sewerage District and Wisconsin Department of Natural Resources. Based on that, staff requested a conditional approval where the preliminary plat and development agreement do not vest rights until the Sewer Service Area Boundary Amendment is final and approved.

Resident Jane Cherako informed the Commission that she is on a holding tank and there is nothing closer to allow for the residents to get an easement to get to the sewer system. She requested that the Commission consider the shortest distance to allow a connection from her home to the new sanitary sewer system extension.

Director of Public Works/City Engineer Lundeen stated due to the timing the City did not want to pressure residents into the connection. The parcels added into the Sewer Service Area are financially obligated to a Sewer Tax, and staff did not want to impose that on the residents if they are not otherwise interested and/or committed. As the City moves through the process, if the respective property owners commit to be included in the Sewer Service Area through the preliminary process, then the City would coordinate to make legal access to the Sanitary Sewer available through an easement as part of the Developer's design.

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Parrish

SECONDED BY: Commissioner Bushee

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

DEEMED NO: Seat

NOT PRESENT: Strzelczyk

b. **RESOLUTION 3954** A Resolution Approving Award of a Contract for Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Visu-Sewer, Inc., Pewaukee, Wisconsin in an Amount Not-to-Exceed \$298,001

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

MOVED BY: Commissioner Schneider

SECONDED BY: Commissioner Bushee

Attachment: 05-10-2022 Mins_Sewer Utility District Commission (7376 : May 10, 2022 Minutes)

AYES: Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider
DEEMED NO: Seat
NOT PRESENT: Strzelczyk

- c. **RESOLUTION 3955** A Resolution Approving Award of a Contract to Inspect the Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Bloom Companies, LLC, Milwaukee, Wisconsin in an Amount Not-to-Exceed \$63,294

RESULT: **Approved [Unanimous]**
MOVED BY: Commissioner Bushee
SECONDED BY: Commissioner Hansher

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

- d. **RESOLUTION 3956** A Resolution Authorizing a Change to the Sanitary Sewer Manhole Rehabilitation Contract Awarded to National Power Rodding of Chicago, Illinois on December 14, 2021, in the Amount of \$587

RESULT: **Approved [Unanimous]**
MOVED BY: Commissioner Bushee
SECONDED BY: Commissioner Strzelczyk

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

4) Discussion Items

Discussion and Possible Action

a. Consideration of a Sanitary Sewer Refund Clause

Director of Public Works/City Engineer Lundeen stated the Water Utility is required by PSC to provide a refund clause for those build-and-contribute developments that provide transmission main. That refund clause requires future lateral connections to that main to pay a connection fee back to the Developer. The City received an inquiry from a Developer that asked if the Sewer Utility offers a refund clause, and it does not. The Developer also inquired whether the Commission was willing to consider one. Staff requested feedback whether a refund clause for the Sewer Utility is a policy discussion that the Commission would like to pursue or not, in addition to review of the connection policy.

After brief discussion the Commission voted yes to pursuing a refund clause for the Sewer Utility.

5) Adjourn

a. Motion to Adjourn at 8:45 PM.

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

MOVED BY: Commissioner Gierl

SECONDED BY: Commissioner Parrish

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

DEEMED NO: Seat

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 05-10-2022 Mins_Sewer Utility District Commission (7376 : May 10, 2022 Minutes)



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Office of Sewer Utility District Commission

TO: Sewer Utility District Commission
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: June 14, 2022
SUBJECT: RESOLUTION 3958 A Resolution Authorizing City Staff to File the City of Mequon's Compliance Maintenance Annual Report (CMAR) for Calendar Year 2021, in Accordance with Requirements Under Wisconsin Administrative Code NR208

Background

As a state requirement for owning and operating a separate municipal storm sewer system that discharges to waters of the state, the City maintains a general Wisconsin Pollution Discharge Elimination System (WPDES) permit through the Wisconsin Department of Natural Resources (WDNR). The permit covers water quality, illicit discharges, public information and education, storm water, and erosion control. In addition to an annual stormwater report, the City must also file a Compliance Maintenance Annual Report (CMAR) in for the sanitary sewer system and any emergency sewer system overflows that may occur.

Analysis

The draft 2021 CMAR is attached for review and must be filed with WDNR by June 30. Part of the reporting requirement is that the governing body of the municipality must adopt an annual resolution stating that it has reviewed the report before it is filed each year. The report has a grading system for both the financial management and collection systems. If a community falls below an overall grade point (3.00), scores less than a "C" in any individual CMAR section, or if Sanitary Sewer Overflows (SSOs) were reported in the year, the City must identify improvements to correct system deficiencies and improve report score. In 2021, the City continued its "A" grade for financial management and collection systems.

In 2021, the City reported five SSOs as a result of wet weather in August at lift stations in the vicinity of the Milwaukee River. In 2019, the City completed the prioritization for Private Property Inflow and Infiltration reduction to better manage wet weather events, and project implementation is planned for 2022 following investigation work completed in 2020-2021. In addition, since 2018, the East Trunk Relief Sewer construction has reduced overflows and added capacity for future growth, where additional improvements are being planned for the 2023 budget based on the approved system modeling efforts that are ongoing.

Fiscal Impact

There is no fiscal impact to filing this report outside of staff time necessary for its preparation. Any potential projects identified must ultimately be approved by the Sanitary Sewer Utility Commission prior to proceeding.

Recommendation

It is staff's recommendation that the Sewer Utility District favorably endorse and the Common Council approve Resolution to authorize staff to file the CMAR report.

Attachments:

Exhibit A - 2021 CMAR (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3958

A Resolution Authorizing City Staff to File the City of Mequon's Compliance Maintenance Annual Report (CMAR) for Calendar Year 2021, in Accordance with Requirements Under Wisconsin Administrative Code NR208

RECITALS

A. It is a requirement under the Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for Mequon's wastewater collection system under Wisconsin Administrative Code NR208.

B. It is necessary to acknowledge that the governing body has reviewed the CMAR.

C. It is necessary to provide recommendations or an action response plan for any individual CMAR section within the annual report with a grade of "C" or less, an overall grade point of less than 3.0, or in a year where a Sanitary Sewer Overflow was reported.

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

1. The CMAR has been reviewed and staff is hereby authorized to file said report and recommendations.

2. While the City has an overall GPA of 4.00, the City will continue to evaluate its system and take necessary actions to maintain and improve the collection system which may include:

a. Continuation of current system improvements such as manhole rehabilitation, mainline rehabilitation, and upgrades to force mains and lift stations.

b. Continue evaluation of sewer utility collection system energy efficiency and costs related to power for lift station system pumping, in reference to Section 6 of the CMAR.

Approved by: Andrew Nerbun, Mayor

Date Approved: June 14, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 14, 2022.

Caroline Fochs, City Clerk

Compliance Maintenance Annual Report

3.a.a

Mequon Sewage Collection System

Last Updated: Reporting For:
5/2/2022 2021

Financial Management

1. Provider of Financial Information

Name:

Jennifer Engroff

Telephone:

(262) 236-2955

(XXX) XXX-XXXX

E-Mail Address
(optional):

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2021

● 0-2 years ago (0 points) ☐○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2021

● 1-2 years ago (0 points) ☐○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 45,041.77

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

+

\$ 300,000.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 345,041.77

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 0.00

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural

Compliance Maintenance Annual Report

3.a.a

Mequon Sewage Collection System

Last Updated: Reporting For:
5/2/2022 2021

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 345,041.77

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 200,000.00

0

Please note: If you had a CFWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Generator (LS H)	60000	2023
2	Generator (LS K)	60000	2022
3	Generator (LS Q)	60000	2021
4	Annual Manhole Rehabilitation	75000	2022
5	Cedarburg Road Flow Equalization (2270-04-70)	175000	2022
6	Replacement on-site generator (LS V)	60000	2023
7	Tamerline Drive Lift station & force main O Design and Construction	400,000	2023
8	Lift station & force main R Design and Construction	250,000	2024
9	Commercial Sewer Meter Improvements	10000	2021
10	Equipment Replacement - Portable 100kW Generator	150,000	2021
11	Sanitary Main Rehabilitation in Riverdale Park LS F and Riverland Dr LS H areas	300,000	2022
12	Annual Manhole Inspections	25,000	2022
13	Generator (LS P)	60000	2024
14	Lift Station Condition Assessments	25,000	2022
15	Lift Station Condition Assessments	25,000	2023
16	Lift Station Pump Replacment (Various locations)	100000	2021
17	Equipment Replacement - Sewer Maintenance Crew Vehicles (2 Pick-up Trucks)	100000	2030
18	Mequon Road Flow Equalization at w/s STH 57 Intersection	200,000	2026
19	Heritage Estates Siphon Replacement Design Study	25000	2021
20	Replace Ranch Road Lift Station E	5,000,000	2023

Compliance Maintenance Annual Report

3.a.a

Mequon Sewage Collection System

Last Updated: Reporting For:
5/2/2022 2021

21	Design to Replace Lift Station E	250,000	2022
22	Sewer Lateral Work in Riverdale Park LS "F" and Riverland Drive LS "H" areas	953,000	2022
23	Fieldwood Drive Lift Station "G" Force Main Improvements	250,000	2023
24	Fieldwood Road Lift Station "T" Design Study Report	25000	2021
25	Design Study Report - Solar Energy Feasibility Evaluation to Offset Lift Station Pump Costs	10000	2021

5. Financial Management General Comments

None

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 23

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	59,081	55
February	45,455	31
March	60,546	42
April	51,414	33
May	54,903	70
June	43,711	90
July	41,656	82
August	40,251	114
September	23,805	67
October	49,019	59
November	38,731	61
December	58,292	99
Total	566,864	803
Average	47,239	67

6.1.2 Comments:

none

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural

Compliance Maintenance Annual Report

3.a.a

Mequon Sewage Collection System

Last Updated: Reporting For:
5/2/2022 **2021**

☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☐ No

☒ Yes

Year:

2019

By Whom:

Arch Electric

Describe and Comment:

Preliminary Feasibility study to evaluate options for utility energy cost offset, including solar installation (pending site selection).

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Continue lift station inspections to verify stations have optimal performance. Continue lift station condition assessments by professional consulting engineers. Replace pumps with more efficient models.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Compliance Maintenance Annual Report

3.a.a

Mequon Sewage Collection System

Last Updated: Reporting For:
5/2/2022 2021

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Comply with WPDES permit for sanitary sewer overflows;
Minimize occurrence of preventable overflows;
Improve and maintain system reliability;
Provide adequate capacity to convey peak flow;
Manage infiltration and inflow; and
Protect collection system worker health and safety.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City Ordinance 86-IV

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 1996-11-12

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance
- ☒ Operation and Maintenance [NR 210.23 (4) (d)]

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Compliance Maintenance Annual Report

3.a.a

Mequon Sewage Collection System

Last Updated: Reporting For:
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Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☒ Others:

City of Mequon Standard Specifications for Land Development

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☒ Special Studies Last Year (check only those that apply):

- ☒ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☒ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	18.5	% of system/year
Root removal	0.5	% of system/year
Flow monitoring	20	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	4.9	% of system/year
Manhole inspections	21	% of system/year
Lift station O&M	23	# per L.S./year
Manhole rehabilitation	1.9	% of manholes rehabbed
Mainline rehabilitation	0.5	% of sewer lines rehabbed

Compliance Maintenance Annual Report

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Mequon Sewage Collection System

Last Updated: Reporting For:
5/2/2022 **2021**

Private sewer inspections % of system/year

Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

In 2019, a study was completed that prioritized and identified over 3,000 laterals. Over 300 laterals were evaluated in 2020 with rehabilitation work planned in 2021, along with 500 laterals planned for work in 2022. Lift station condition assessments continued and work is planned. Annual sewer main rehabilitation work was completed in 2021.

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

28.17	Total actual amount of precipitation last year in inches
30.8	Annual average precipitation (for your location)
165.67	Miles of sanitary sewer
23	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
21	Number of basement backup occurrences
21	Number of complaints
	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.04	Sanitary sewer overflows (number/sewer mile/yr)
0.13	Basement backups (number/sewer mile)
0.13	Complaints (number/sewer mile)
	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume
0	1/27/2021 10:30:00 AM - 1/27/2021 2:30:00 PM	5300 W. County Line Road	Broken Sewer, Broken Sewer	1,720
1	8/8/2021 3:00:00 AM - 8/8/2021 5:30:00 AM	11750 N. River Rd	Rain	111,900
2	8/8/2021 2:00:00 AM - 8/8/2021 8:00:00 AM	2020 W. Ranch Rd	Rain	1,080,000

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural

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Mequon Sewage Collection System

Last Updated: Reporting For:
5/2/2022 2021

3	8/8/2021 2:00:00 AM - 8/8/2021 8:00:00 AM	12439 N. Circle Dr (Riverdale Park Lift Station "F")	Rain	356,400
4	8/8/2021 3:15:00 AM - 8/8/2021 4:45:00 AM	12735 N. Fieldwood Dr.	Rain	59,400
5	8/8/2021 3:00:00 AM - 8/8/2021 4:30:00 AM	2932 W. Riverland Dr	Rain	31,500

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

Sewer Lateral Work to reduce I/I, Sewer Main Rehabilitation (Grouting leaks and Lining deteriorated pipe), Replaced pumps at 4 lift stations to increase pump capacity. Additional pump replacements planned. Lift Station E Condition assessment was completed, near term safety improvements were implemented and planning for station replacement is in progress.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☒ Yes

☐ No

If Yes, please describe:

During wet weather flow rates and lift station pump cycles increase.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☒ Yes

☐ No

If Yes, please describe:

During wet weather flow rates and lift station pump cycles increase.

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Continued with sewer mainline and manhole rehabilitation including grouting and lining, and continued with private property inflow and infiltration (PPI/I) reduction program.

5.4 What is being done to address infiltration/inflow in your collection system?

Continued with sewer mainline and manhole rehabilitation including grouting and lining, and continued with private property inflow and infiltration (PPI/I) reduction program.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural

Compliance Maintenance Annual Report

3.a.a

Mequon Sewage Collection System

Last Updated: Reporting For:
5/2/2022 2021

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural

Compliance Maintenance Annual Report

3.a.a

Mequon Sewage Collection System

Last Updated: Reporting For:
5/2/2022 2021

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Mequon Sewer Utility District

Date of Resolution or
Action Taken:

2022-06-14

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural



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: June 14, 2022
SUBJECT: RESOLUTION 3962 A Resolution Authorizing Award of a Contract to Design Tamerlane Drive Lift Station O Capacity Improvements to S.E.H. of Sheboygan, WI in the Amount of \$46,960

Background

The 2022 Sanitary Sewer budget adopted on October 28, 2021, includes a continuation of previous years work to add system capacity and replacement of mechanical equipment including pumps at lift stations. The budget included allocation for improvements to lift stations including the Tamerlane Drive Lift Station O in the Huntington Park subdivision. These design improvements are based on the West Trunk Sanitary Collection System and Lift Station Planning study completed in fall 2021.

Analysis

To adhere with the City procurement policy, Staff requested proposals from 5 firms to design capacity improvements to the Tamerlane Drive Lift Station O. Planned capacity improvements include replacing the pumps and constructing a second force main. Three firms declined proposals due to existing backlog and workloads, and one firm was non-responsive. Short Elliot Hendrickson, also known as S.E.H., submitted a proposal with a fee of \$46,960.

This is within the proposed 2022 Sewer Utility budget that was adopted. In addition, S.E.H. has completed other work successfully in Mequon for the Sewer Utility. These include multiple condition assessments, such as the Concord Drive Lift Station R condition assessment, the Tamerlane Drive Lift Station O condition assessment in the Huntington Park subdivision, and the West Trunk Sanitary Collection System and Lift Station Planning study.

Fiscal Impact

Funding is available in the Lift Station Fund 610669-740003.

Recommendation

Staff recommends that the work to design capacity improvements to the Tamerlane Drive Lift Station O in the Huntington Park subdivision be awarded to S.E.H. of Sheboygan, WI in the amount of \$46,960.

Attachments:

Exhibit A - Agreement for SEH Design of LS O FM(PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3962

A Resolution Authorizing Award of a Contract to Design Tamerlane Drive Lift Station O
Capacity Improvements to S.E.H. of Sheboygan, WI in the Amount of \$46,960

RECITALS

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

B. The City of Mequon Department of Public Works Engineering Division Staff has requested proposals from qualified consultants to design capacity improvements to the Tamerlane Drive Lift Station O in the Huntington Park subdivision.

C. Staff recommends that the work to design capacity improvements to the Tamerlane Drive Lift Station O in the Huntington Park subdivision be awarded to S.E.H. of Sheboygan, WI in the amount of \$46,960.

D. The Capital Account 611610-740003 has a sufficient balance to fund this project.

E. The Sanitary Utility District Commission at its meeting on June 14, 2022, endorsed staff's recommendation.

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

1. The contract to design capacity improvements to the Tamerlane Drive Lift Station O in the Huntington Park subdivision is awarded to S.E.H. of Sheboygan, Wisconsin, in an amount of \$46,090, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: June 14, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 14, 2022.

Caroline Fochs, City Clerk

Agreement for Professional Services

This Agreement is effective as of June 3, 2022, between City of Mequon (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Prepare Bid Documents to Install Back-up Pump at Lift Station E.**

Client's Authorized Representative: Kevin R. Driscoll, PE
Address: 11333 N. Cedarburg Road
Mequon, WI 53092
Telephone: 262.236.2937 **email:** kdriscoll@ci.mequon.wi.us

Project Manager: Alan Bush, PE
Address: 809 North 8th Street, Suite 205
Sheboygan, WI 53081
Telephone: 920.287.0828 **email:** abush@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

TASK 1 – DESIGN MEMO & PRELIMINARY PLANS (INCLUDES FIELD SURVEY)

Prepare a Topographic Survey over the approximately 2,400-foot corridor of the proposed 8-inch diameter force main and within the vicinity of the Lift Station O site. Contours will be shown at one-foot intervals, spot grades will be shown on hard surfaces and trees over 6 inches in diameter shown. The rim and invert elevations of sanitary sewer facilities will be obtained. Survey of wetland delineation is assumed to be by others and outside the scope of this task. Existing underground utilities will be shown as marked by Digger's Hotline. Existing Lot lines and Right-of-Way lines will be depicted. Four or five Benchmarks will be set along the force main corridor/ Lift Station location.

Prepare a design report with preliminary plans for Client review that identifies permits necessary to complete the work, prior to completing final drawings and bid documents for advertisement. The design memo will summarize proposed construction methods with a goal of minimizing the overall project schedule. Necessary permits will be outlined in the design memo.

TASK 2 – FINAL PLANS

Preparation of final drawings. Drawings to include plan and profile and will adhere to Client standard specifications. Consultant has assumed three plan and profile sheets will be needed for the given force main alignment, and pertinent standard details included per the Client's standards or supplemental details. Consultant has included time for Client to review as well as incorporating Client comments in final drawings.

TASK 3 – SPECIFICATIONS

Consultant has assumed front end specifications template will be provided by Client per the RFP and minimal effort to modify will be required. Consultant will prepare pertinent technical specifications as needed to successfully complete the work, along with measurement and payment coordinated with schedule of prices, and contract close-out.

TASK 4 – BID DOCUMENTS

Prepare bid documents to include Notice to Bidders, Contract Forms in addition to General Requirements, and appendices that include drawings. Documents will identify roles and responsibilities of the Owner's

Representative in the specifications and bid documents to review submittals, provide inspection services, construction management for comprehensive project close-out following start-up testing and to verify standard operating procedures.

TASK 5 – BIDDING ASSISTANCE

Consultant will post documents on Quest to coordinate Bidders List posting onto Client's website. Prepare final bid summary table and bid item detail listing in preparation of contract award to the Client's Utility Commission.

TASK 6 – MEETINGS

Consultant will plan and attend meetings with Client staff as needed to complete the work. Consultant has assumed four meetings and conferences for project kickoff, review of design memo, preliminary plans and final bid documents, as well as attendance at a bid opening.

TASK 7 - PERMITTING

Preparation of necessary forms for submittal to respective agencies including the WDNR and MMSD. Client staff review comments will be incorporated prior to submittal to respective agency.

Schedule:

Anticipated Notice to Proceed / CONSULTANT to Begin	June 15, 2022
Deliver Design Report	July 22, 2022
Deliver Preliminary Plans and DRAFT Bid Documents	August 26, 2022
Client Review	September 5, 2022
Deliver Final Bid Documents and Permit Documentation*	September 30, 2022
Advertise Bid Documents	October 6, 2022
Pre-Bid Meeting	October 13, 2022
Open Bid Documents	October 20, 2022
Award Bids to Procure Pumps and Install Second Force Main	November 8, 2022

*Subject to change based on geotechnical investigation and environmental corridor review, and any necessary wetland delineation

Payment: The fee is hourly estimated and subject to a not-to-exceed amount of \$46,960.00 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

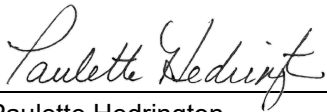
This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

1. Strike the last sentence in Section I, Part C, 1 and replace with "Upon notification, the Parties shall negotiate in good faith an amendment to this Agreement to address additional time or compensation before commencing such work."
2. Modify the fourth sentence in Section III, Part A, 1 to read "Consultant reserves the right to retain Instruments of Service until all Invoices are paid in full, except those invoices that Client has properly disputed in good faith."
3. Modify the fifth sentence in Section III, Part A, 1 to read "Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full, except those invoices that Client has properly disputed in good faith."

Short Elliott Hendrickson Inc.

City of Mequon

By: 
 Paulette Hedrington
 Title: Principal

By: _____
 Title: _____

**Exhibit A-1
to Supplemental Letter Agreement
Between City of Mequon (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated June 3, 2022**

**Payments to Consultant for Services and Expenses
Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

x:\ko\m\mequo\167297\1-gen\10-setup-cont\03-proposal\ls o 2nd fm and new pump design proposal\exhibit a1.docx

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone:
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: June 14, 2022
SUBJECT: Update on Sewer Lateral Project

The City of Mequon has the ability to use Milwaukee Metropolitan Sewerage District (MMSD) Private Property Inflow and Infiltration reimbursement to complete eligible sewer lateral work. In winter 2017-2018, following authorization from the Sewer Utility District Commission (SUDC), work was completed by Musson Brothers, Inc. (MBI or Contractor) to rehabilitate sewer laterals with cured-in-place pipe (CIPP), commonly referred to as *lining*. The intent of this work was to prevent leaks and infiltration into the sanitary sewer system and improve deteriorated laterals in the right-of-way and on private property. It adhered with the City's program policy for lining laterals with cured-in-place pipe. However, following a series of quality assurance and quality control exams, defects were identified in the liners. The Contractor was issued a Notice of Defect, and in response the Contractor committed to remedy their work.

City staff had series of meetings, emails and phone calls with the Contractor to discuss proposed remedies. The City responded to the Contractor's proposed remedies and provided comments and revisions to include more details, so that a clear plan for each affected property can be explained, as necessary.

In addition, a Consultant study was completed, following authorization by the SUDC. This study was transmitted to the Contractor for concurrence to close-out further investigation and complete final warranty exams, or implement other recommendations to remedy the CIPP defects. In general, MBI proposes the following remedies:

- line over defects in 6-inch diameter pipe with fiberglass and resin patch,
- clean and apply epoxy to defects in 4-inch diameter pipe, and/or
- excavate to repair pipe, and
- monitor the CIPP lining with another round of exams prior to expiration of the 10-year warranty.

Agreement from each respective property owner is necessary prior to the Contractor returning onto private property. Staff has prepared outreach letters to notify property owners of project close-out or recommend repairs. Copies of letters and recommendation templates are attached along with a project timeline.

Attachments:

Exhibit A - Close-Out Form_Agreement for Remedy (PDF)
Exhibit B - Building Sewer Lateral Warranty Letter and Feedback Survey (PDF)
Exhibit C - Sewer Lateral Repairs Required (PDF)
Exhibit D - MBI Letter (PDF)
Exhibit E - LMK_CIPP_Warranty (PDF)
Exhibit F - Timeline (PDF)

CITY OF MEQUON SUMMARY OF SEWER LATERAL WARRANTY EXAM

Inspection Dept. Use Only

Permit #

Tax Key No.:

SUMMARY OF FINDINGS

Address: _____

Description: ☐ NO FURTHER ACTION ☐ LATERAL LENGTH ____ FT
☐ INFILTRATION AT ____ FT to ____ FT ☐ LINER LENGTH ____ FT
☐ DEFECT AT ____ FT to ____ FT ☐ WARRANTY EXAM ____ FT
☐ DEFECT DESCRIPTION(S): _____

RECOMMENDATION

Remedy: ☐ NO FURTHER ACTION
☐ SPOT LINE AT ____ FT to ____ FT
☐ SEAL WITH GROUT AT ____ FT to ____ FT
☐ SEAL WITH EPOXY AT ____ FT to ____ FT
☐ EXCAVATE AND SPOT REPAIR ____ FT to ____ FT
☐ OTHER: _____

AUTHORIZATION

- ☐ I acknowledge the above recommendation, but do not grant authorization to proceed
☐ I authorize the above recommended work to proceed.

Description of Work: _____

Address: _____

This Authorization of Remedy allows sanitary lateral rehabilitation to proceed as determined by a visual examination of the building sewer lateral on the premises and described herein with attached exhibits. Remedy work to be completed at no cost to property owner or municipality, including all restoration.

Signature of Owner_____
date_____
Signature of City_____
date_____
Signature of Contractor_____
date of completion

Attachment: Exhibit A - Close-Out Form_Agreement for Remedy (7385 : Update on Sewer Lateral Project)



11333 N. Cedarburg Road
 Mequon, Wisconsin 53092
 Phone: (262) 236-2934
 Fax: (262) 242-9819
engineering@ci.mequon.wi.us

www.ci.mequon.wi.us

Public Works/Engineering

June 3, 2022

<Owner>
 <Address>
 Mequon, WI 53092

Subject: Sanitary Sewer Lateral Warranty
 <Parcel ID>

Dear <Owner>,

Thank you for participating in the City of Mequon sewer lateral lining project that began in 2017. As you know the City's contractor completed a warranty inspection of your sewer lateral pipe that was rehabilitated with a cured-in-place-pipe liner. A copy of the condition report is enclosed for your file. In addition, a copy of the extended warranty is enclosed along with a letter from the contractor, Musson Brothers, Inc. Please note that the Summary of Findings recommends a re-examination of your lateral prior to the 10-year warranty, and that may be completed by Musson Brothers, Inc.

You are welcome to go to the city's website and complete an online survey regarding your experience with this project to reduce inflow and infiltration from private property at <https://www.ci.mequon.wi.us/publicworks/webform/ppii-private-property-infiltration-and-inflow-reduction-survey>

If you have any questions, please feel free to call (262) 236-2934. Thank you for participating in the City of Mequon sewer lateral program to reduce inflow and infiltration.

Sincerely,

Kristen Lundeen, P.E.
 Director of Public Works / City Engineer

Kevin Driscoll, P.E.
 Deputy Director of Utilities

Enclosures: Condition Report
 10-year Extended Warranty (LMK Technologies)
 Close-out Letter (Musson Brothers, Inc.)

Cc: Will Jones, City Administrator
 District Alder

Attachment: Exhibit B - Building Sewer Lateral Warranty Letter and Feedback Survey (7385 : Update on Sewer Lateral Project)



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Public Works/Engineering

June 3, 2022

<Owner>
 <Address>
 Mequon, WI 53092

Subject: Sanitary Sewer Lateral Repair Work
 <Parcel ID>

Dear <Owner>,

Thank you for participating in our sewer lateral lining project. A warranty examination of your sanitary building sewer lateral was completed after it was rehabilitated with a cured-in-place-pipe (CIPP) liner. During the inspection the contractor identified a defect within the liner. Please see enclosed findings and recommendations to remedy the CIPP defect: *<grout leak, epoxy repair 4-inch fracture, spot line 6-inch fracture, excavation to replace pipe >*.

Per our contract with the contractor that performed the work, they are required to come back and make the repair which they have committed to doing. They have several items on their list that they will resolve at no cost to you or the City of Mequon. Therefore, to facilitate the remedy, your consent is required to allow the contractor, Musson Brothers, Inc., to return onto your property. The proposed repairs may require digging up the clean-out for access to your lateral, and any disturbance will be restored. Upon your agreement, the contractor will contact you and work around your schedule to make the minor repairs.

Please respond by June 30, 2022. You may call (262) 236-2937 to discuss any questions about this work. You may also send an email to kdriscoll@ci.mequon.wi.us

Sincerely,

Kristen Lundeen, P.E.
 Director of Public Works / City Engineer

Kevin Driscoll, P.E.
 Deputy Director of Utilities

Cc: Will Jones – City Administrator
 District Alder

Attachment: Exhibit C - Sewer Lateral Repairs Required (7385 : Update on Sewer Lateral Project)



November 8th, 2019

City of Mequon
11333 N Cedarburg Rd.
Mequon, WI 530921

Re: Warranty

To whom it may concern:

Please consider this letter your warranty of the CIPP lateral liners installed for contract no. 3566-U Private Property Inflow and Infiltration Sanitary Sewer Lateral Rehabilitation Work on West Shoreland Drive, Corey Lane, and Lake Shore Drive Mequon, WI. This letter warranties against all defects in workmanship & materials for a period of 10 years after the final completion of the installation or remediation of defects. If problems persist in the future call Musson Brother Inc. 262-790-5060

Sincerely,

A handwritten signature in black ink, appearing to read "Sam Huschen".

Sam Huschen
MBI Pipelining Services

P.O. Box 818
Rhineland, Wisconsin 54501
(715) 365-8700
Fax (715) 369-9296

AN EQUAL OPPORTUNITY EMPLOYER

1522 Pearl Street
Waukesha, WI 53186
(262) 790-5060
Fax (262) 790-5069

Attachment: Exhibit D - MBI Letter (7385 : Update on Sewer Lateral Project)



LIMITED CURED-IN-PLACE PIPE MATERIALS WARRANTY

LMK Technologies, LLC ("LMK") warrants that the cured-in-place pipe materials (the "Materials"), when properly maintained and installed within one hundred twenty (120) days of manufacture, will be free from defects in material and workmanship for ten (10) years from the date of delivery to LMK's customer ("Customer") or delivery to such other party as LMK's Customer may direct. LMK warrants to Customer that, when installed in accordance with applicable LMK standard operating procedures, the Materials are manufactured and supplied to the requirements of ASTM F1216, Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube. THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY LMK WITH RESPECT TO THE MATERIALS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO LMK, AND WHETHER OR NOT THE MATERIALS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY LMK FOR CUSTOMER'S USE OR PURPOSE.

Customer assumes all other responsibility and liability for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of the Materials, either alone or in combination with other products/components. LMK neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of the Materials, and there are no oral agreements or warranties collateral to or affecting this warranty statement or the contract to which this warranty statement is incorporated. No claim by Customer alleging defects with respect to the Materials provided hereunder shall be valid unless reasonably verified by LMK to have resulted from a defect covered hereunder.

The warranties contained herein do not extend to any losses or damages due to acts of God, misuse, accident, abuse, neglect, normal wear and tear, corrosion, abrasion, use of unsuitable lubricants, negligence (other than LMK's), modification or alteration not performed by LMK, improper installation, improper repair, improper handling, or improper application, improper or insufficient maintenance, storage outside of the recommended temperature range, infringement of a third party's intellectual property rights, or LMK's reliance on the drawings, specifications, samples, descriptions and/or other requirements, including performance specifications, provided to LMK by Customer or at Customer's direction or on Customer's behalf, or any other cause not the fault of LMK (collectively, the "Warranty Exclusions"). Without limiting any installation requirements, the Materials must only be installed in gravity fed pipes no deeper than the depth approved by a certified engineer licensed to make such determinations (or such greater depth as may be approved in advance by LMK); the pipe must consist of normal, standard sanitary sewer flows; and the installation and operation of the Materials must be consistent with the techniques required by LMK and, when not in conflict, consistent with industry practice. The occurrence of any of the Warranty Exclusions shall render the warranties provided hereunder null and void. Customer understands and agrees that the Materials shall be used only as directed and that Customer shall not modify the Materials in any way or use the Materials in any manner other than as intended by LMK. Further, Customer understands and agrees that any modification of the Materials or of any part or portion thereof presents a serious risk of personal and property damage. If Customer has any questions regarding this provision, Customer should contact LMK.

LMK shall, at its sole option and as Customer's exclusive remedy for breach of any warranty provided hereunder, repair or replace the defective Materials, or refund the purchase price received by LMK for the defective Materials. The correction of such defects by repair or replacement, or the refund of purchase price for the defective Materials, shall constitute the complete fulfillment of LMK obligations to Customer under the warranties provided herein. The term of the warranties for any Materials repaired or replaced pursuant to these Standard Terms shall continue for the remainder, if any, of the original, defective Material's warranty period. Notwithstanding the exclusive remedies provided hereunder, if it is ultimately determined that such remedies fails in their essential purpose, then any action which may be brought against LMK subject to this Limited Cured-in-Place Pipe Materials Warranty will be limited to 100% of the purchase price received by LMK for such portion of the Materials for which the exclusive remedy has so failed. LMK assumes no responsibility and shall have no liability for any repairs or replacements by Customer without LMK's prior written authorization (including, without limitation, the costs of removing or segregating any defective Materials so that the repairs or replacements can be made).



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Public Works/Engineering

MEMORANDUM

TO: Will Jones, City Administrator
 Kristen Lundeen, City Engineer / Director of Public Works

FROM: Kevin Driscoll, Deputy Director of Utilities

DATE: May 25, 2022

SUBJECT: Timeline Summary of Sewer Lateral Cured-In-Place Pipe Lining, Project #3566-U-17

TIMELINE

2016 November	– Funding Agreement between Mequon and MMSD signed
2017 June	– Contract #3566-U-17 between Mequon and MBI signed
2017 September	– Notice of Preliminary Exam Findings transmitted to property owners
2018 January	– CIPP lining installed 4700 ft; substantially complete, Post Rehab exams delivered
2018 Fall	– Resident Feedback Survey
2018 Fall	– Quality Control and Quality Assurance Exams by MMSD
2018 December	– Notice of Defect Transmitted from City to MBI
2019 September	– Quality Control and Quality Assurance Exams by MBI, Notification Disks Install
2019 October	– LMK Warranty Exams and MBI Proposed Remedy
2019 November	– City Rejected Proposed Remedy (Line over all defects)
2019 December	– MBI Re-Iterated Proposed Remedy
2020 January	– City issued letter of Non-Responsiveness
2020 February	– Warranty Exams, Second Round
2020 April	– Consultant Study
2021 February	– Consultant Summary of Findings Transmitted
2021 October	– Example of Detailed Recommendations transmitted from MBI to Mequon
2021 November	– City Responded to MBI
2022 January	– Revised Response from MBI
2022 February	– Preliminary Comments, Revised Lateral Analysis Reports from MBI
2022 March	– City sent Pre-Final Comments to MBI
2022 May	– MBI Responded to City's comments
2022 June	– Sent Outreach Letters to Property Owners
2022 Summer	– MBI to Schedule Remedy work, access/dig-up clean-outs (in front yards)
2022 Nov 1	– Complete Remedy work

Attachment: Exhibit F - Timeline (7385 : Update on Sewer Lateral Project)