

WATER MAIN OVERSIZING AGREEMENT

This agreement is desirous of both the City of Racine and its Racine Water Utility and the Village of Mt. Pleasant to coordinate and document a commitment and cooperation of both Parties for the construction of a new water main in the Village of Mt. Pleasant.

WITNESSETH:

WHEREAS, the Village of Mt. Pleasant, as part of the State Highway 20 and I-94 interchange reconstruction, is desirous to install certain water mains within the Village of Mt. Pleasant for current and future development, and the City of Racine and its water utility is desirous to increase the size (diameter) of said water main in accordance with its latest Water Utility System Connection Fee Report Update dated April 16, 2008 which indicates that this particular water main should be 20 inches in diameter for future regional growth projects in the Racine service area for water. The subject main would normally only require a 12 inch main for assessment purposes in this location.

AND WHEREAS, The Parties to this agreement are working under the Intergovernmental Retail Water Service Agreement between the City of Racine and the Village of Mt. Pleasant dated May 24, 2004. Said agreement details the procedures for triggering who initiates the construction of a water main designated as a new growth main and how oversizing of said main is accomplished and paid for by the parties involved in the process.

NOW, THEREFORE, in consideration of the mutual provisions of this Agreement, the Parties hereby agree as follows:

I. WATER MAIN CONSTRUCTION AND COST SHARING BY THE PARTIES

A. The Racine Water Utility agrees to:

1. Compensate the Village monetarily for its share of the water main costs that include over sizing of a 12 inch water main planned for the frontage road. The Parties estimate that the water main in question will consist of 1557 lineal feet of over sized 12 inch water main. Compensation to the Village from the Utility for over sizing related costs for the 1131 feet of 20 inch water main and 281 feet of 16 inch water main will be computed in accordance to the agreement referenced above in Section 9, entitled "*Contract Front-Foot Charges for Future Growth Mains*". Furthermore, the parties agree to share in the cost of the 20 inch diameter casing and pipe crossing at a 50/50 split for approximately 145 feet of 20 inch main and casing across Highway 20.
2. Racine Water Utility shall make prompt payment of its share of the oversizing costs upon receiving an invoice from the Village for said work.
3. The estimated cost share for the Utility is currently \$124,000 based upon engineer estimates. The final costs will be based upon actual installed costs of the 20 inch and 16 inch water main and appurtenances such as bends, valves or tees. The

Racine Water Utility cost sharing shall be based upon the total project costs as called for in the retail water main agreement. Total project costs include overhead, engineering, legal and administrative fees including final construction costs as estimated in Exhibit "A".

B. The Village of Mt. Pleasant agrees:

1. Hold all necessary public hearings that may be required to facilitate this public works improvement in accordance with any and all village ordinances or state laws governing assessable water main infrastructure as it pertains to this project consistent with Village ordinances and policies adopted by the Village Board from time to time.
2. Contract for the completion of plans and specifications for the project and furnish such plans to the Racine Water Utility for its review and approval prior to advertising for construction.
3. Provide funding for inspection of the subject water main and complete "as built" drawings in a CADD format that the Racine Water Utility can easily import into its GIS system.
4. Turn over said water main to the Racine Water Utility for operation and maintenance and provide a 1-year guarantee of new water main. Such guarantee shall be against defects in materials or workmanship. If such a defect should appear, Village agrees to make the required replacement or acceptable repairs at its own expense. The expense includes total and complete restoration of any disturbed surface or component of the improvements to the standard provided in the plans and specifications, regardless of improvements on lands where the repair or replacement is required. In the event that valve boxes and/or stop boxes are damaged by grading contractors, Village shall restore damaged infrastructure to like-new condition.

III. MISCELLANEOUS

A. Notices.

All notices, requests, demands, consents and approvals required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when delivered personally or by FAX, addressed to the parties as follows:

1. If to Utility:

General Manager
Racine Water Utility
800 Center St, Room 227
Racine, WI 53403

2. If to Village:

Village Clerk
8811 Campus Drive
Mt. Pleasant, WI 53406

B. Severability.

In the event that any provision of this Agreement, or any part thereof, is held or determined by a court or agency of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall be deemed to be severable and shall survive.

C. Successors.

This Agreement shall benefit and be binding upon the Parties and their Successors.

D. No Third-Party Beneficiaries.

This Agreement is intended to benefit only the Parties and their Successors, and nothing in this Agreement shall be interpreted as giving to any Person, which is not a Party, any legal or equitable rights whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

VILLAGE OF MT. PLEASANT

By: _____
Carolyn A. Milkie
Title: Village President _____

By: _____
Juliet M. Edmands
Title: Village Clerk / Treasurer _____

CITY OF RACINE

By: _____
John Dickert
Title: Mayor _____

ATTEST:
By: _____
Janice Johnson-Martin
Title: City Clerk _____

APPROVED AS TO FORM:

Robert K. Weber, City Attorney

(OTHER SIGNATURES)

Keith E. Haas, General Manager, Racine Water Utility