

Addendum #1

**Intergovernmental Agreement Between
The Village of Sussex and Waukesha County
for
Storm Water Program Services**

The parties above have previously executed an agreement to implement certain provisions of their Municipal Separate Storm Sewer System (MS4) Permit, issued by the Department of Natural Resources under Chapter NR 216 Wisconsin Administrative Code. This addendum shall serve to amend said agreement in accordance with the following:

1. Replace Exhibit A with a revised version of the Waukesha County Storm Water Education Program, attached herein as Exhibit X; and
2. Extend the term of the agreement to match the term of the MS4 Permit, unless otherwise terminated by either party. Upon renewal, extension, or re-issuance of the MS4 Permit by the Wisconsin Department of Natural Resources, this agreement will automatically be extended and renewed for the period of the permit, unless otherwise agreed to by the parties or terminated in accordance with the agreement.

All other terms and conditions of the existing agreement shall remain in effect. This addendum shall become effective upon execution by both parties and shall be binding upon the parties and their respective successors and assigns.

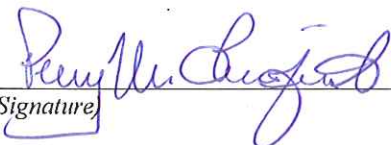
Signed by the [Community Name]:


(Signature)

12/3/09
(Date)

ERIC NITSCHKE - DIRECTOR OF PUBLIC WORKS
(Printed name & title) VILLAGE ENGINEER

Signed by Waukesha County:


(Signature)

12/4/09
(Date)

Perry M. Lindquist, Land Resources Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF SUSSEX AND WAUKESHA COUNTY**

Whereas, the Village of Sussex ("Village") and the Waukesha County Department of Parks and Land Use - Land Resources Division ("County") both recognize the negative impacts that uncontrolled soil erosion and storm water runoff from urbanizing lands can have on local water resources and downstream properties, and are both subject to municipal storm water discharge permits by the State under Chapter NR 216 Wis. Admin. Code; and

Whereas, as a condition of a municipal storm water discharge permit under NR 216, communities are required to conduct an information and education program on controlling nonpoint source water pollution;

Whereas, sharing resources and coordinating educational activities between the Village and the County can be a cost-effective way to satisfy State storm water discharge permit requirements for both units of government;

Now, therefore, in consideration of these premises, the Village and the County under the authority of subsection 66.0301 Wis. Stats. hereby agree to cooperate on the implementation of an information and educational program in accordance with the following:

- (a) **SERVICES.** Starting in 2006, the County agrees to provide the Village the information and educational services described in Exhibit "A" in exchange for the fee described in sec. (b) below. The County will establish an education advisory committee made up of all the municipalities that are participating in the program and any other entities that the County deems appropriate. Each year the advisory committee will coordinate the specifics of program activities and propose the committee's budget to the County. Unless otherwise noted in Exhibit "A", the County will take the lead on implementing the activities and the Village will provide the necessary staff support as needed for local efforts.
- (b) **FEES.** By March 1, 2006, the Village agrees to pay the County \$2,000 (\$4,000 for the City of Waukesha) annually for implementing the information and education services described in sec. (a) above. After 2006, this fee shall be subject to an annual increase not to exceed 5% or the actual County cost increases for salary and benefits involved in providing these services, whichever is less. The Village shall approve and be responsible for any bulk mailing costs within the Village related to implementing this program.
- (c) **CONTACTS.** For the administration of this agreement, the primary contact for the Village shall be the Village Engineer or designee. The primary contact for the County shall be the Land Resources Manager or designee.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF SUSSEX AND WAUKESHA COUNTY**

(d) MISCELLANEOUS PROVISIONS

1. **Effective Date.** Upon execution by the County and the Village, this Agreement shall take effect on January 1, 2006 and shall remain in effect through October 31, 2009 (the term of WPDES Permit No. WI-S050105-1) or until otherwise terminated by either party under sub. 3. below.
2. **Review and Amendments.** The terms of this Agreement shall be reviewed annually and may be modified if approved in writing by both parties and duly executed by the authorized representative. Documentation of the 2007-2009 annual fee for information and education services under sec. (b) above shall become an addendum to this agreement each year.
3. **Termination.** The County or the Town may terminate this Agreement at any time upon a 60-day written notice of intent. The Village is responsible for notifying the DNR of any termination of this agreement and for subsequent compliance with DNR permit requirements.
4. **Effect of Agreement.** This Agreement contains the entire agreement of the parties. The County and the Village recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreement between the County and other entities.
5. **Severability.** If any clause, provision or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions of this Agreement.
6. **Binding Agreement.** This Agreement is binding upon the parties hereto and their respective successors and assigns.

Signed by the Village:



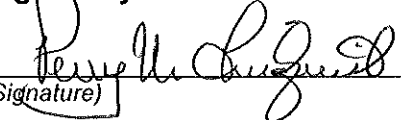
(Signature)

01-27-06
(Date)

MICHAEL M. KNAPP, VILLAGE PRESIDENT

(Printed name & title)

Signed by Waukesha County:



(Signature)

1/30/06
(Date)

Land Resources Manager

(Printed name & title)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF SUSSEX AND WAUKESHA COUNTY**

Exhibit "A"

**Nonpoint Information & Education Program Proposal
Waukesha County Portion
2006-2009**

The following activities will be conducted by the Waukesha County Department of Parks and Land Use – Land Resources Division through an intergovernmental agreement with the participating municipalities from the Upper Fox Watershed Community Group. Unless otherwise noted below, the County will take the lead on these activities and the municipality will provide support services, as needed. Details of each activity are not provided in this document. These will be further developed in the fall of 2005 and updated each of the four years through an education advisory committee made up of each of the participating communities. The proposed activities are grouped by three general target audiences, as listed below.

Contractors, Builders, Developers & Consultants:

1. Workshops – Conduct periodic workshops to explain erosion control and storm water management program requirements and permitting procedures. Also use the workshops to promote conservation subdivisions, green roofs, rain gardens and other effective BMPs. It is anticipated that at least one workshop be conducted annually in the county.
2. Demonstrations – Offer periodic demonstrations and tours to local sites to show how conservation subdivisions and BMPs such as those noted above can be used to reduce runoff pollution and meet local storm water regulations. This may be combined with the annual workshops or run as a separate event, depending on interest and availability of sites.
3. Newsletters – Offer newsletter articles for MBA and other local newsletters targeted to this audience, focusing on local nonpoint pollution control problems, solutions, on-going program efforts and success stories. Also use these to advertise local workshops, tours and demonstrations.

General Public:

1. Storm Drain Stenciling – Provide stencils, paint and educational door hangers to schools, student groups or adult organizations to paint the message "Dump No Waste – Drains to River/Lake" on local storm drains. This on-going activity educates the people doing the stenciling and residents living in the neighborhoods being stenciled.
2. News Releases/Newsletters - Offer periodic news releases and articles to local newspapers and articles for municipal newsletters announcing water quality related activities, programs and services.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF SUSSEX AND WAUKESHA COUNTY**

3. Presentations – Offer a speaker with or without Power Point presentation and equipment to local civic groups and other organizations to speak about local water quality issues and actions local citizens can take.
4. Displays – Assist each community with preparing displays with handout materials for special events or building lobbies and entryways. Displays will focus on water quality, but be tailored to address seasonally specific issues, such as snow management, lawn fertilizer, fall leaf collection, etc.
5. Rain Garden/Rain Barrel promotion – Promote runoff reduction from individual homes and businesses through a local rain garden workshop or demonstration, in cooperation with DNR and the UWEX.
6. Recognition Program – Recognize (in local news releases/newsletters, etc.) local citizens that adopt “water friendly” practices around their home or business or otherwise promote nonpoint pollution control. This activity will depend on having good examples to recognize.
7. Resource Lists/Web Page – Create resource lists for rain gardens, rain barrels, housekeeping, porous pavement, leaf mulching, composting, etc. Offer them as handouts and on the county web page.
8. Citizen Stream Monitoring – Offer interested citizens the opportunity to monitor a stream site once a month from April to September. Train and equip them to collect temperature, turbidity, biotic index, flow and dissolved oxygen. This activity educates participants while collecting useful water quality data for monitoring program progress.
9. Yard Waste – Promote yard waste composting and on-site mulching of leaves through flyers, web page, videos, etc. Continue offering free yard waste disposal and composting at the county-owned site in Genesee for all communities. Final compost product will be used as a topsoil substitute to reclaim a county-owned gravel pit on the site.

Teachers & Students:

1. Project WET (Water Education for Teachers) - Offer training and curriculum guides for teachers on the use of project WET in the classroom. Project WET is not an entire curriculum, but is supplemental water education that can be used in science, math, art, physical education and other areas. All activities are hands-on and water related.
2. Presentations – Offer a speaker with or without Power Point presentation and equipment to local classrooms to discuss local water quality issues, including actions that students and their families can take to reduce nonpoint pollution.
3. Green Schools - Help participating schools work through the DNR’s “Green & Healthy Schools” program. Assist school teams with completing the “water” and “school grounds” inventories, making recommendations for controlling runoff and reducing water usage. The County may also provides some grant dollars to help implement the recommendations and move toward state certification.
4. Stream Monitoring – Offer local teachers the opportunity to expose students to a one-time field trip for stream monitoring. Students would collect temperature, turbidity, biotic index, flow and dissolved oxygen. This type of monitoring is primarily designed to educate students on water quality issues and the techniques used to measure the impacts of land use on water quality.

A motion by Benka, seconded by Goetz, to authorize the issuance of a Class B Beer License for TDEE Enterprises at the Concession Stand at the lighted softball diamond in Sussex Village Park for the period of May 1st to October 30, 2005 with the following conditions:

1. Any outstanding violations are to be addressed to the satisfaction of Village staff by June 1, 2005.
2. Payment of all fees.
3. No amendments to licenses with regard to the definitions of licensed premises, i.e. where alcohol can be consumed.
4. Conditions of previous license are incorporated into this license.
5. All outstanding invoices due and owed to the Village must be paid to the satisfaction of the Village Treasurer prior to issuance.
6. To direct the Village Attorney to write a letter to any applicant who has two or more violations of any section of Wis. Stats. 125 or any related Statute informing them of the seriousness of the violation and that should there be further violations that the Village will consider revocation of the licenses.
7. Conditioned upon receiving a signed contract for the event. Motion carried.

A motion by Benka, seconded by Gallant, to adopt a resolution revising the Reserve Capacity Assessments for Sewer and Water and approving the report dated February 15, 2005 entitled Report on Reserve Capacity Assessments for Sanitary Sewerage and Water System Facilities. President Knapp and all Trustees present voted "aye." Motion carried.

A motion by Benka, seconded by Olmstead, to authorize the issuance of a Regular Operators License for Katie Goeman for Killarney's Corner with standard conditions. Motion carried.

A motion by Johnson, seconded by Olmstead, to adopt an ordinance attaching the Frantl property to the Village conditioned upon the zoning being set as A-1 Agriculture by the Plan Commission. President Knapp and all Trustees present voted "aye." Motion carried.

A motion by Goetz, seconded by Gallant, to approve the Public Works bills for payment in the amount of \$364,417.28 as submitted. Motion carried.

A motion by Goetz, seconded by Johnson, to accept the bid of Globe Contractors in the Base Bid amount of \$1,089,376.50 with an additional contingency of 10% for the Sussex Estates Phase 3 Project and authorizes the execution of the contract documents. Motion carried.

A motion by Goetz, seconded by Batzko, to approve a contract with Ruckert & Mielke for Construction Review Services on the Sussex Estates Phase 3 Project in the amount of \$69,722.00 per their bid dated March 18, 2005 plus the contract and construction administrative services for a total amount not to exceed \$74,000.00. Motion carried.

A motion by Goetz, seconded by Johnson, to approve Change Order No. 2 on the STH 164 Sewer and Water Main Project of UPI in the amount of \$976.00. Motion carried.

A motion by Goetz, seconded by Gallant, to approve the Payment Agreement for Public Works Tools and authorize Option 2 of Nancy Whalen's letter dated March 29, 2005 be used. Motion carried.

A motion by Goetz, seconded by Benka, to approve the Revised Maple Avenue Design Costs in the amount of \$6,854.86 for Ruckert & Mielke as listed above. Motion carried.

A motion by Goetz, seconded by Gallant, to approve the NR 216 compliance cost payment for monitoring and educational services in the amount of \$5,750.00. Motion carried.