

COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #192-2008

APPROVAL OF INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MUSKEGO AND WAUKESHA COUNTY
FOR STORM WATER EDUCATION PROGRAM SERVICES

WHEREAS, The Wisconsin Department of Natural Resources has approved a county-wide storm water education program; and

WHEREAS, Waukesha County and the City have agreed to cooperate on the implementation of an information and educational program as outlined in the attached agreement; and

WHEREAS, The Finance Committee has reviewed the "Intergovernmental Agreement between the City of Muskego and Waukesha County for Storm Water Education Program Services" and has recommended approval.

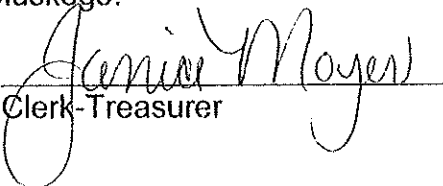
NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Finance Committee, does hereby approve the attached Intergovernmental Agreement and authorizes the Mayor to execute it in the name of the City.

DATED THIS 11TH DAY OF NOVEMBER, 2008.

SPONSORED BY:

FINANCE COMMITTEE
Ald. Tracy Snead
Ald. Keith Werner
Ald. Tina Schaefer

This is to certify that this is a true and accurate copy of Resolution #192-2008 which was adopted by the Common Council of the City of Muskego.


Clerk-Treasurer

INTERGOVERNMENTAL AGREEMENT
Between The City of Muskego and Waukesha County
For Storm Water Education Program Services

Whereas, the City of Muskego ("City") and Waukesha County - Land Resources Division ("County") both recognize the negative impacts storm water runoff from urban lands can have on local water resources and are both subject to WPDES Municipal Separate Storm Sewer Discharge General Permit WI-S050075-1 under Chapter NR 216 Wisconsin Administrative Code ("Municipal Permit"); and

Whereas, the Municipal Permit requires the County and the City to implement a public education, outreach and participation program relating to water pollution caused by storm water discharges;

Whereas, sharing resources and coordinating information and educational activities between the County and the City can be a cost-effective way to satisfy the Municipal Permit requirements for both units of government;

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

- (a) **SERVICES.** Starting November 1, 2008 the County agrees to provide the City educational program services in accordance with Exhibit X. When implemented, this program will meet the Municipal Permit requirements entitled "Public Education and Outreach" (Section 2.1) and "Public Involvement and Participation" (Section 2.2) for both the County and the City. Exhibit X describes an annual work planning and oversight process, program goals by target audience, planned activities and the general roles of the County and the City during implementation. The County and the City agree to participate in at least two program planning and implementation meetings each year and to carry out assigned activities, as described in Exhibit X. It is understood that the County and the City must implement the program described in Exhibit X to maintain compliance with the Municipal Permit and are both subject to annual evaluations by the Wisconsin Department of Natural Resources.

The County and the City further understand they are each responsible for demonstrating their own compliance with Section 2.6.8 of the Municipal Permit relating to the education of County and City officials.

- (b) **FEES.** Starting in 2008, the City agrees to pay the County the applicable fee shown in Exhibit Y for the information and education program services described in (a) above. The fee is designed to partially offset County costs for staff salaries, benefits, overhead, materials and program support, except for bulk mailings. After 2008, 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. All fees after 2008 shall be documented by invoice from the County to the City. The City shall approve and be responsible for any

INTERGOVERNMENTAL AGREEMENT
Between The City of Muskego and Waukesha County
For Storm Water Education Program Services

proposed bulk mailing costs proposed within their community above and beyond the program outlined in Exhibit X, unless otherwise agreed to by the County.

- (c) **RESPONSIBLE CONTACTS.** Upon execution of this agreement, the County and the City each shall designate in writing a primary contact person to be responsible for carrying out the activities described in Exhibit X.

- (d) **REPORTING.** By March 1 of each year required under the Municipal Permit, the County shall provide the City with a detailed report of activities carried out by the County during the previous calendar year under this agreement. The City shall be responsible for tracking their own activities and submitting all required reports to the Wisconsin Department of Natural Resources.

- (e) **MISCELLANEOUS PROVISIONS**
 - 1. **Effective Date.** Pursuant to Wis. Stat. §§ 59.693(9) and 62.234(8), this Agreement may be established only by ordinance of both municipal entities and shall become effective thereon. This Agreement shall remain in effect through the term of the Municipal Permit (December 31, 2010) or until otherwise terminated by either party under sub. 3. below. Upon renewal, extension or re-issuance of the Municipal Permit, this agreement will automatically be extended and renewed for the period of the permit, unless otherwise agreed by the parties or terminated 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. The County shall notify the DNR of any proposed amendments to determine if they would have any effect on compliance with the Municipal Permit.

 - 3. **Termination.** The County or the City may terminate this Agreement at any time upon a 60-day written notice of intent. The City is responsible for notifying the DNR of any termination of this agreement and for subsequent compliance with related Municipal Permit requirements.

 - 4. **Effect of Agreement.** The only terms and conditions of the Municipal Permit affected by this agreement shall be those specifically stated in this agreement. The City and the County acknowledge that each is responsible for complying with all other terms and conditions of the Municipal Permit that apply to their jurisdiction. This Agreement contains the entire agreement of the parties. The County and the City 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.

INTERGOVERNMENTAL AGREEMENT
Between The City of Muskego and Waukesha County
For Storm Water Education Program Services

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.

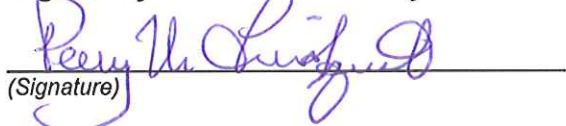
6. **Binding Agreement.** This Agreement is binding upon the parties hereto and their respective successors and assigns.

Signed by the City of Muskego:

 _____ 11/12/08
(Signature) (Date)

John Johnson Mayor
(Printed name & title)

Signed by Waukesha County:

 _____ 11/20/08
(Signature) (Date)

Perry M. Lindquist, Land Resources Manager
(Printed)

Exhibit X

Waukesha County Storm Water Education Program For NR 216 Phase 2 Communities 2008-2012

This exhibit describes a public information and education program that complies with the Municipal Permit conditions noted in section (a) of this Agreement. The program is organized by target audience. For each target audience, programs goals, activities and the general roles of the County and the local Community are described.

Details of each activity are not provided in this document. These will be further developed through an annual work planning process with an Education Advisory Committee. The Committee will be chaired and coordinated by the County, with representation from participating communities. Each fall, through the annual work planning process, more specifics will be added for project goals, timelines, event locations, community role, staff assignments and coordination between the County, DNR, UWEX and participating communities. The Committee will meet at least 2 times per year to review the status of activities, evaluate their success and make work plan revisions, as needed. Subcommittees may be formed to plan or carry out certain activities, as needed. Some activities will be phased into the program, as noted below.

To comply with the Municipal Permit, all communities are required to carry out minimum assigned tasks, as described below. However, staff in the larger communities (category 2-4 in Exhibit Y) are expected to participate more in program planning and implementation, which will be further described in the annual work plan. To encourage public participation in the development and implementation of the work plan, the County will post the plan on their web page for comment and contact local environmental, civic and other interested groups or individuals and encourage their involvement. Each community must provide the County with contact information for applicable local groups or interested individuals.

Target Audience: Contractors, Builders, Developers, Consultants & Municipal Staff

***Goal:** Increase understanding of and compliance with local ordinance requirements for construction site erosion control and post-construction storm water management. Provide technical training for plan development and Best Management Practice (BMP) design, installation and maintenance. Promote environmentally sensitive land development methods.*

1. Workshops – The County will conduct at least one workshop each year. Specific workshop location, timing, topics, speakers, etc. will be determined during the annual work planning process, or in response to industry requests. The County will lead program development, implementation, advertising and post-workshop evaluation efforts, as needed.
 - *Community role: Assist the County in program planning, promotion and implementation, including providing e-mail lists for local target audiences, distributing advertising materials locally, and finding presenters and local examples of target BMPs. Communities may also be asked to serve on a planning committee.*

2. BMP Demonstrations/Tours – The County will offer periodic demonstrations and tours of local sites to showcase storm water BMPs and discuss lessons learned during their design, implementation and maintenance. This activity may be conducted as a bus tour, indoor workshop and/or self-guided or on-line tour. It is anticipated that this activity will be phased in the last two years of this program as more BMP demonstration sites become available.
 - *Community role: Find sites within their community that could be used for BMP tours and demonstrations. Help the County obtain the necessary BMP design and installation data, photographs, etc. Assist with implementation duties per the work plan.*

3. Newsletters – The County will write periodic newsletter articles for the Metropolitan Builders Association (or similar groups), focusing on local nonpoint pollution control problems, solutions, on-going program efforts and success stories that affect their industry. Also use these articles to advertise local workshops, tours and demonstrations.
 - *Community role: Provide the County with ideas for related articles on local activities, events or success stories.*

Target Audience: General Public

Goal: Increase public understanding of the processes and negative impacts that urban storm water runoff and illicit discharges have on the local water resources and what each person can do to address the problem. Promote changes in behavior and the adoption of practices such as native landscaping, rain barrels, rain gardens, green roofs, environmentally sensitive lawn, pet and car care, riparian land management, yard waste composting, water quality monitoring, hazardous waste management and other related practices.

1. Storm Drain Stenciling – The County will provide stencils, paint and educational door hangers, and coordinate their distribution and use by youth groups and adult organizations to paint the message “Dump No Waste – Drains to River/Lake” on local storm drain inlets. This activity educates the people doing the stenciling and residents living in the neighborhoods being stenciled.
 - *Community role: Promote the activity locally, provide the County with contacts for local youth and civic groups, and facilitate local approvals as needed.*

2. News Releases/Newsletters/Recognition – The County will prepare seasonal news releases and articles for local newspapers and Community newsletters announcing water quality related activities, programs and services, and recognizing local citizens and businesses who adopt “water friendly” practices.
 - *Community role: Provide the County with contacts for local media, people or businesses that deserve recognition, and other ideas for news releases and articles. Assist with writing local articles or local versions of County articles. Disseminate articles locally through Community newsletters, civic groups, etc.*

3. Presentations – The County will provide a speaker, accompanied by a Power Point presentation or video for local civic groups and other organizations with the above noted messages.
 - *Community role: Promote the service locally and forward presentation requests to the County. Identify local opportunities, coordinate with local events, and assist with implementation duties per the work plan.*

4. Displays/Handouts – The County will provide fully developed displays and handout materials for local special events or building lobbies and entryways. The County will also coordinate the transportation of the display and train local staff in setup. Displays will promote the practices noted above, but be tailored to address seasonally specific issues, such as lawn care, fall leaf collection, etc.
 - *Community role: Schedule local display opportunities with the County. Coordinate local setup, maintenance and take down with the County.*
5. Web Page – The County will create and maintain web pages that provide information on the above noted practices, promotes their use, and direct citizens to related local services, events and demonstration sites. Related fact sheets and informational flyers will also be made available for download.
 - *Community role: Direct local citizens to the County web pages and incorporate links into Community web pages to promote related County service and events.*
6. Workshops – The County will conduct periodic workshops to promote runoff and waste reduction from individual homes and businesses, using practices such as rain gardens, natural landscaping, yard waste composting, etc.
 - *Community role: Promote and host workshops locally. Provide contact information to the County for interested citizens and targeted businesses. Assist with implementation duties per the work plan.*
7. Tours/Demonstrations – The County will conduct periodic on-site tours and demonstrations to promote homeowner practices such as rain gardens, natural landscaping and yard waste composting, possibly in combination with the above noted workshops. This activity will be phased in as sites become available.
 - *Community role: Promote the tours and demonstrations locally and provide contact information to the County for interested citizens and targeted businesses. Assist with implementation duties per the work plan.*
8. Rain Garden Grants/Technical Assistance – The County will pursue grants to offset the costs to local landowners for installing rain gardens. The County will advertise and administer available grant funds and provide technical assistance to landowners in accordance with adopted policies, (*per separate agreements between the County and the grant recipient*). Successful rain garden sites may be used for future news articles, tours and demonstrations.
 - *Community role: Promote the grant program locally and direct interested landowners to the County. Assist with implementation duties per the work plan.*
9. Hazardous Waste/Used Oil Collection – To prevent improper disposal and water pollution, the County will continue to promote and support three permanent household and agricultural hazardous waste collection sites in Waukesha, Muskego and Menomonee Falls, and periodically host temporary collection sites in other Communities, as funding allows (*per separate agreements between the County and the Community*). Used motor oil will also continue to be collected at Community recycling drop off sites.
 - *Community role: Promote the collection sites locally and direct citizens to the County web site for more information.*
10. Yard Waste Composting – To reduce water pollution from improperly disposed leaves and grass clippings, the County will promote home composting of yard wastes and continue to offer a County-owned drop-off site for Community yard waste collection programs at no cost to the Community for processing (*per separate agreements*

between the County and the Community). At the drop-off site, yard wastes are composted and used for mine reclamation purposes.

- *Community role: Collect yard waste from citizens and transport to the County composting facility in the Town of Genesee.*

11. Citizen Stream Monitoring – The County will offer interested citizens the opportunity to monitor a local stream site once a month from April to September. The County will train and equip participants to collect temperature, turbidity, biotic index, flow and dissolved oxygen data. This activity educates participants while collecting useful water quality data for monitoring program progress.

- *Community role: Promote service locally and direct interested citizens to the County.*

Target Audience: School Teachers & Students

Goal: *Have teachers learn the processes and negative impacts that urban storm water runoff and illicit discharges have on the local water resources, and what they and their students can do to address the problem. Incorporate into related indoor and outdoor classroom activities and implement runoff pollution control practices on school property.*

1. Teacher Training – The County will provide Project WET (Water Education for Teachers) training and curriculum guides for teachers. Project WET 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.
 - *Community role: Promote training locally and direct interested teachers to the County.*
2. Presentations – The County will provide a speaker and Power Point presentation for classrooms to discuss local water quality issues, including actions that students and their families can take to reduce nonpoint pollution.
 - *Community role: Promote presentations locally and direct interested teachers to the County. Assist with implementation duties per the work plan.*
3. Green Schools – The County will 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 provide some grant dollars to help implement the recommendations and move toward state certification. (*Note: Separate agreement required between the school and the County.*)
 - *Community role: Promote program locally and direct interested schools to the County. Assist with implementation duties per the work plan.*
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.
 - *Community role: Promote program locally and direct interested teachers to the County.*

Exhibit Y

MS4 Community Fees¹ to Participate in the Waukesha County Storm Water Education Program Under NR 216

| Category | Community Population | 2008 Fee ⁴ | | 2009 Fee ⁵ |
|----------|----------------------|-----------------------|----------------------|-----------------------|
| | | Phase 1 ² | Phase 2 ³ | Phase 1 & 2 |
| 1 | 0 – 5,000 | \$1,050 | \$525 | \$1,102 |
| 2 | 5,000 – 20,000 | \$2,100 | \$1,050 | \$2,205 |
| 3 | 20,000 – 50,000 | \$3,150 | \$1,575 | \$3,307 |
| 4 | >50,000 | \$4,200 | \$2,100 | \$4,410 |

Notes:

1. Community fees are designed to partially offset County costs for staff salaries and benefits, overhead, materials and program support (see intergovernmental agreements for details). Note that the fees may be odd amounts due to percentage increases from previous program years.
2. Phase 1 communities in Waukesha County include:
 - a. Cities of Brookfield, New Berlin, Pewaukee* and Waukesha*
 - b. Villages of Butler, Elm Grove, Menomonee Falls, Pewaukee* and Sussex*
 - c. Towns of Brookfield*, Delafield*, Lisbon* and Waukesha** Communities with this symbol are currently participating in the Waukesha County Storm Water Education Program through intergovernmental agreements.
3. Phase 2 communities in Waukesha County include:
 - a. Waukesha County
 - b. Cities of Delafield, Muskego, and Oconomowoc
 - c. Villages of Big Bend, Dousman, Hartland, Lannon, Merton, Mukwonago, Nashotah, North Prairie and Wales
 - d. Towns of Genesee, Merton, Oconomowoc, Summit and Vernon
4. The 2008 fees for Phase 2 communities are ½ of normal fee schedule because their MS4 Permit requirement for storm water education does not take effect until fall of 2008. This fee amount is intended to cover county costs for preparing and obtaining DNR approval of a storm water education plan, meeting with communities, executing intergovernmental agreements, buying I/E materials, preparing a 2009 work plan and other related activities.
5. The 2009 fee amounts represent the full 2008 fee plus 5%, which is the maximum increase allowed under the terms of the intergovernmental agreement. Please note that the actual 2009 fee amount will be based on staff cost increases over the 2008 program, as stated in the intergovernmental agreement.