

State of Wisconsin

County of Racine

Village of Sturtevant

**RESOLUTION 2009-11**

1-28-09

**RESOLUTION BY THE STORMWATER AND WASTEWATER COMMITTEE  
AUTHORIZING AN AGREEMENT WITH OTHER MUNICIPALITIES TO FORM  
THE SOUTHEASTERN WISCONSIN CLEAN WATER NETWORK IN REGARD  
TO STORM WATER INFORMATION AND EDUCATION AND AUTHORIZING  
FUNDS**

WHEREAS, the Village of Sturtevant, like other municipalities in southeastern Wisconsin are required by the Wisconsin DNR to implement various storm water information and education services; and

WHEREAS, it would be more cost effective for Sturtevant to cooperate with other municipalities through a contract to form the Southeastern Wisconsin Clean Water Network and then to contract with Root-Pike WIN to provide these services.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That a contract with other municipalities to form the Southeastern Wisconsin Clean Water Network to implement various storm water information and education services pursuant to the terms and conditions as set forth in Exhibit A which is attached hereto and incorporated herein is authorized and approved.
2. That the Village President and the Village Clerk are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.
3. That the cost for 2009 shall be \$1,050.00 and said funds shall be taken from account #: 221-53440-210.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 3<sup>rd</sup> day of February, 2009.

Village of Sturtevant

By \_\_\_\_\_  
Steven Jansen, President

Attest \_\_\_\_\_  
Mary Hanstad, Village Clerk

## Intergovernmental Agreement

Between the TOWN OF BRISTOL AND

Village of Sturtevant  
(NAME OF TOWN, VILLAGE, CITY, COUNTY)

A member of the Southeast Wisconsin Clean Water Network for a Storm Water Information and Education Program Services, named Keep Our Waters Clean.

Whereas the Village of Sturtevant  
( TOWN, VILLAGE, CITY COUNTY), as a member of the SOUTHEAST WISCONSIN CLEAN WATER NETWORK ("S.E. WI Clean Water Network"), recognizes the negative impacts storm water runoff from urban lands can have on local water resources and are subject to a WPDES Municipal Separate Storm Sewer Discharge General Permit under NR 216 Wisconsin Administrative Code; and

Whereas, the Municipal Permit requires the TOWN OF BRISTOL and the other municipal members of the S.E. WI Clean Water Network to implement an Information and Education Program relating to water pollution caused by storm water discharges.

Whereas, sharing resources and coordinating information and educational activities between the TOWN OF BRISTOL and the towns villages, cities and counties that comprise the S.E. WI Clean Water Network can be a cost-effective way to satisfy the municipal permit requirements for all units of government.

Now, therefore, in consideration of these premises and under the authority of subsection 66.0101 Wis. Stats., the TOWN OF BRISTOL

and Village of Sturtevant  
(TOWN, VILLAGE, CITY, COUNTY) agrees to join the SOUTHEAST WISCONSIN CLEAN WATER NETWORK and cooperate on the implementation of an Information and Education Program, titled Keep Our Waters Clean! (the "Keep Our Waters Clean Plan"), in accordance with the following:

**A) SERVICES.** Starting January 1, 2009 the ROOT-PIKE WATERSHED INITIATIVE NETWORK ("Root-Pike WIN") agrees to provide the S.E. WI Clean Water Network with information and educational program services under contract with the Root-Pike WIN (consultant) and in accordance with the **Keep Our Waters Clean Plan**. When implemented, the *Keep Our Waters Clean Plan* is designed to meet the requirements titled, "Public Education and Outreach" (Section 2.1) and "Public Involvement and Participation" (Section 2.2) of the WPDES Municipal Separate Storm Sewer Discharge General Permit under Chapter NR 216 Wis. Admin. Code. The *Keep Our Waters Clean Plan* describes an annual work plan of actions, a timetable, oversight process, program goals by target audience, planned activities, evaluation, and the management and coordination roles of the MUNICIPALITY MEMBERS OF THE S.E. WI CLEAN WATER NETWORK, the Advisory Committee of the S.E. WI Clean Water Network during the implementation. The TOWN OF BRISTOL and other members (TOWN, VILLAGE, CITY, COUNTY) of the S.E. WI Clean Water Network agree to assign a representative who will participate in at least two program planning and implementation meetings each year and will take the lead in facilitating the participation in the activities described in the Plan. It is understood that the TOWN OF BRISTOL and other members of the S.E. WI CLEAN WATER NETWORK must implement the program described in the Plan to maintain compliance with their respective Municipal Permits and all members are subject to annual evaluations by the Wisconsin Department of Natural Resources. The TOWN OF BRISTOL agrees to serve as the fiscal agent for the SOUTHEAST WISCONSIN CLEAN WATER NETWORK for the *Keep Our Waters Clean Plan*..

**B) FEES.** By February 27 of each year, starting in 2009, each member of the S.E. WI Clean Water Network (County, City, Village, Town) agrees to pay the TOWN OF BRISTOL the applicable fee shown in the Plan (page 18) for the Information and Education Program services for the *Keep Our Waters Clean Plan*. The fee is designed to cover TOWN OF BRISTOL'S costs for work performed by the Root-Pike WIN to include salaries, travel, overhead, materials, advertising, printing, program support, except bulk mailings, plant material and rain barrels. After 2010, this fee will be subject to an annual increase not to exceed 5 percent. The TOWN OF BRISTOL will notify the (County, City, Village, Town) of the applicable fee by September 1 of the preceding year. The (County, City, Village, Town) agrees to be responsible for any proposed bulk mailing costs proposed within their community as part of this program.

**C) REPRESENTATIVE/CONTACT.** Upon execution of this agreement, the TOWN OF BRISTOL and

Village of Sturtevant  
(TOWN, VILLAGE, CITY, COUNTY) and municipal member of the S.E. WI CLEAN WATER NETWORK shall designate in writing a primary contact person who will take the lead and be responsible for carrying out the activities described in the *Keep Our Waters Clean Plan*.

**D) REPORTING.** By JANUARY 1 of each year, as required by the Municipal Permit, the TOWN OF BRISTOL will provide (County, City, Village, Town) with a detailed report of activities carried out by the ROOT-PIKE WIN and the progress toward the goals listed in the *Keep Our Waters Clean Plan*. The (County, City, Village, Town) will be responsible for tracking and documenting their own activities and submitting all required reports to the Wisconsin Department of Natural Resources, with copies to the TOWN OF BRISTOL.

**E) MISCELLANEOUS PROVISIONS**

**1. Effective Date.** Upon execution by the TOWN OF BRISTOL and

Village of Sturtevant  
(TOWN, VILLAGE, CITY, COUNTY), this Agreement shall take effect on March 1, 2009 and shall remain in effect through the term of the Municipal Permit or until otherwise terminate by either party under sub. 3. below.

**2. Review and Amendments.** The terms of the agreement shall be reviewed annually and may be modified if approved in writing by both parties and duly executed by the authorized representative. Annual fees for the Information And Education Program services shall be documented by invoice.

**3. Termination.** The TOWN OF BRISTOL or the

Village of Sturtevant  
(TOWN, VILLAGE, CITY, COUNTY) or any other municipal member of the S.E. WI Clean Water Network may terminate this Agreement at any time upon a 60-day written notice of intent. The Town, Village, City or County is responsible for notifying the Wisconsin Department of Natural Resources 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. All parties recognize that this Agreement is the product of a unique set of circumstances. Accordingly, is mutually acknowledged that many of the provisions contained herein are unique into themselves and should not be seen as a precedent for any future Agreement between the TOWN OF BRISTOL and other entities

**5. Binding Agreement.** This Agreement is binding on the parties and their respective successors and assigns.

**Signed by the (County, City, Village, Town)**

Stew D. Jansow 2-3-09  
(signature) (date)

STEW D. JANSON, VILLAGE PRESIDENT  
(printed name & title)

**Signed by TOWN OF BRISTOL**

\_\_\_\_\_  
(signature) (date)

\_\_\_\_\_  
(printed name & title)