

INTERGOVERNMENTAL COOPERATION AGREEMENT

CITY OF OSHKOSH AND STATE OF WISCONSIN, UNIVERSITY OF WISCONSIN – OSHKOSH

WHEREAS, the City of Oshkosh (“City”) operates a storm sewer disposal system and has been designated by the State Department of Natural Resources as an MS4 (Municipal Separate Storm Sewer System) provider of services; and

WHEREAS, the University of Wisconsin – Oshkosh (“University”) is treated under the law as a municipal provider of storm water disposal services with respect to stormwater generated on and dispersed from the campus of the University and is similarly designated; and

WHEREAS, the City and University storm water disposal systems are interconnected; and

WHEREAS, the City has the ability to fulfill the responsibilities of managing both its systems and that of the University in a manner consistent with laws and regulation applicable thereto and the University desires to avail itself of said services from the City.

NOW, THEREFORE, THIS AGREEMENT.

1. Authority

This agreement is entered into by the parties hereto pursuant to the authority vested in each of them under §66.0301, Wis. Stats., pursuant to which any city in conjunction with the state and any department thereof may jointly perform or one on behalf of the other may perform and the other may receive services or jointly exercise any powers or duties authorized by law. Each of the parties hereto is authorized to engage in stormwater disposal services pursuant to approval by the State Department of Natural Resources (“DNR”) and each currently owns and operates a stormwater disposal system, subject to the oversight of and approval by the DNR.

2. Functions to be Performed by the City on behalf of the University

Through this agreement, the City agrees to provide Stormwater Utility service to the University in a manner consistent with the service it provides to other ratepayers. Furthermore, the City agrees to perform the following stormwater related services on behalf of the University:

a. Public Education Website

The City will maintain its website providing education about stormwater effects and conservation efforts. The University may link to the City page to provide educational information to University website users as well. The City shall not, under this agreement, be obligated to provide additional information on its website at the request of the University.

b. Erosion Control Inspections

The City will provide erosion control inspections of all University active building sites and report inspection results to the Director of Facilities Management at UW-Oshkosh for follow up. The City shall not be responsible for any follow up action. Inspection schedule shall be worked out on a project by project basis.

c. Outfall Inspections

The City will perform annual inspections of the major storm sewer system outfalls on the Fox River adjacent to UW Oshkosh, and to which UW Oshkosh is a major contributor. A University employee will accompany the City employee if available. All inspection reports and follow up work required will be submitted to the University. The University shall be responsible for the follow up work that is required.

d. Storm Sewer Inspections

The City will do a comprehensive inspection of the main storm sewer system components as shown in Exhibit A. Inspections shall occur at a minimum of once every 5 years. Any repairs that are needed will be performed by the University. The University will continue to do its own visual inspections of the system semi-annually as required by their NOI (notice of intent).

e. Pond Inspections

The City will inspect all University owned and operated ponding facilities within the same rotation as all other City ponds. Currently the ponds are on a 5 year inspection rotation. All design information needed to perform adequate inspections shall be provided by the University to the City. Without such information, the inspections may not cover all required components. Any uncovered items shall be the responsibility of the University. The ponds to be inspected by the City are also highlighted in Exhibit A.

f. Storm Sewer System Map

The City will create and maintain a digital map of the University storm sewer system. The University shall provide to the City any information it obtains about its storm sewer system. Any corrections and/or updates shall be submitted to the City. The City will prepare a map submittal for the DNR on an annual basis. The City will update the map as appropriate based on storm system inspection results. The City will only be responsible for the completeness of the map to the extent of the information provided by the University.

3. Functions to be performed as a joint effort between the City and University

a. Public Educational Efforts

The City shall provide the University with any informational brochures already produced. The University has a stormwater logo contest planned; the City will assist this effort. The end result will be a logo that can be used by the City and University in stormwater efforts. The City and University will work together in locating and promoting generic public service announcements regarding stormwater management. These public service announcements will be aired on the City cable station, Channel 16 as well as the University cable station, Channel 19.

b. Community Outreach

c. Annual Public Meeting

The University will organize and hold its own annual public meeting. The City will provide a representative at that meeting to answer any questions that may arise.

4. Obligation of the University to the City

The University agrees to purchase Storm Water Utility services from the City throughout the term of this agreement. The University's fee to purchase this service shall be in accordance with established rules, rates and ordinances of the City. The stormwater utility fee is a runoff based fee, which has been adjusted for the University based on the actual land uses of the University. Monthly rates to the university are established based on estimates of runoff produced and the current fee per runoff unit, consistent with all other ratepayers receiving service from the Storm Water Utility.

In exchange for the willingness of the City to perform the functions identified in 2., above, the University agrees that it shall transfer to the City, during the term of this Agreement, all pollution control credits needed to help meet the 20% and 40% total suspended solids removal requirement. The City acknowledges that this is adequate consideration in exchange for the duties which it is willing to perform under this Agreement. In addition, the University will continue to pay stormwater utility fees to the City at the current contribution rate.

5. Separate Maintenance and Operation to be Continued

This Agreement shall not be interpreted as an understanding between the parties hereto that the City will assume the responsibility for the ownership and operation of the University's stormwater disposal system. Each party hereto shall separately administer and operate its system, despite interconnections, subject only to the City's willingness to provide services in relationship thereto on behalf of the University. To this extent, the University acknowledges that it shall remain solely responsible to maintain roof drains, catch basins, and proprietary devices located on its campus, which direct stormwater into its disposal system. In addition, the University will organize its own street sweeping, fleet maintenance, and snow and ice removal program. The University will also conduct semi-annual visual inspections of their storm water system in addition to the more in depth inspection the City will perform every 5 years. The City and University will each produce their own annual reports for the DNR. For items the City has performed for the University, the City will provide the University documentation needed to complete the annual report.

6. Term of Agreement

This Agreement shall continue for a term of ten years from and after the 1st day of the month next following the date of execution hereof by the parties hereto. Said term shall be shortened only in the even that the DNR determines that it is in volition of state law or regulations or by mutual agreement of both parties affected by this Agreement.

7. Miscellaneous Terms

- a. The laws of the State of Wisconsin shall govern this Agreement.

- b. Notices under this Agreement shall be provided, personally or by US Mail to the following representatives of the parties hereto:

City of Oshkosh

Mr. David Patek, P.E.
Public Works Director
215 Church Ave
P.O. Box 1130
Oshkosh, WI 54903-1130
(920) 236-5065

University

Mr. Richard Wells
Chancellor
800 Algoma Blvd
Oshkosh, WI 54901
(920) 424-0200

- c. The City is not, by assuming the duties imposed upon it under this Agreement, taking on or absorbing any fiscal responsibility of the University to operate its stormwater disposal system. Each party shall remain responsible for its own costs of operation, maintenance and repair. However, to the extent that portions of the University stormwater disposal system are drained into the City system and to the extent that portions of the City stormwater disposal system drain into the University system, each agrees to make such accommodations to the other in terms of operations and cost as may be deemed equitable under the circumstances.

Dated this ____ day of _____, 2010.

CITY OF OSHKOSH

UNIVERSITY OF WISCONSIN-OSHKOSH

By: _____ By: _____