

INTERGOVERNMENTAL COOPERATION AGREEMENT

CITY OF RIVER FALLS AND STATE OF WISCONSIN, UNIVERSITY OF WISCONSIN – RIVER FALLS

WHEREAS, the City of River Falls (“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 – River Falls (“University”) is treated under the law as a municipal provider of storm water disposal services with respect to storm water generated on and dispersed from the campus of the University and is similarly designated as a MS4 provider; and

WHEREAS, 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 storm water disposal services pursuant to approval by the State Department of Natural Resources (“DNR”) and each currently owns and operates a storm water 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 Storm Water 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 storm water related services on behalf of the University:

a. Pollutant Load Modeling

In regards to transferring water quality credits, The DNR has stated that:
“The DNR realizes that various aspects of determining what areas to model for which MS4 can be very involved and complex, particular to this imbedded situation. Consequently, it’s allowable to combine the load if both MS4s are in agreement on it and how treatment is achieved.”

The City completed its modeling prior to knowing the University would get its own MS4 permit. City modeling of the entire city limits, including UW-RF, is meeting the 20% and 40% removal requirements. The DNR has already received a submittal from the City showing this. These removal limits are being met as a result of previous investments in water quality controls within the City. The City doesn't foresee the need to construct any storm water management facilities on University property or elsewhere to meet these regulations; however the MS4 permit is always subject to change. If the DNR changes its rules or objects to the City's modeling and rules that the City is not meeting its 40% removal requirements, the City shall implement necessary controls to achieve the mandate and fund such controls through its Storm Water Utility.

b. Public Education Website

The City will maintain its website providing education about storm water 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. In addition, the use of the website may or may not fulfill all the public education requirements for the University's permit.

c. Outfall Inspections

The City will perform annual inspections of the major UWRF storm sewer system outfalls on the South Fork of the Kinnickinnic River. 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. The University ponds to be inspected by the City are also shown 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.

g. Storm Water Utility Functions

The City will provide to the University all programs and services available to any other storm water utility customer. These include, but are not limited to, expanding the adopt-a-pond program to include University ponds, providing storm drain stickers for all University inlets, administering the Phase II MS4 Permit with the DNR, etc. In addition the University may be eligible for storm water utility funding for storm system improvements in accordance with other Storm Water Utility programs.

h. Additional Resources

The City has storm water, erosion control and illicit discharge ordinances in place. These ordinances currently do not apply to the University, but are available if the University wishes to utilize them. It should be noted that if the University does adopt the storm water ordinance, the stated review fees will apply.

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 storm water 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 storm water efforts. The City and University will work together in locating and promoting generic public service announcements regarding storm water 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

In addition to performing the functions identified in 2., above, the City shall sell to and 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 Storm Water 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.

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 storm water 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

ponding facilities located on its campus, which direct storm water 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 provides the University with pollution control credits needed to meet the 20% and 40% total suspended solids removal requirements of their current MS4 permit. The City has implemented controls exceeding state mandates allowing it to transfer such credits. As this Agreement provides the means for the University to comply with regulatory requirements, 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 event that the DNR determines that it is in violation 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 River Falls	Reid Wronski, P.E. City Engineer 123 E. Elm Street. River Falls, WI 54022 (715) 425-0900 x150
University	Connie Foster Interim Chancellor 116 North Hall River Falls, WI 54022 (715) 425-3201
- 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 storm water disposal system. Each party shall remain responsible for its own costs of operation, maintenance and repair.

CITY OF RIVER FALLS

UNIVERSITY OF WISCONSIN-RIVER FALLS

By: 

By: 

Date: 3-2-2009

Date: 3-11-09