

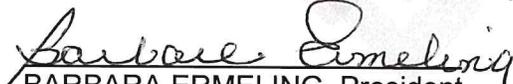
**VILLAGE OF WESTON, WISCONSIN
RESOLUTION NO. 2018-041**

- A RESOLUTION,** approving the North Central Wisconsin Stormwater Coalition Cooperative Agreement;
- WHEREAS,** the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or groundwaters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program; and
- WHEREAS,** the goal of the WPDES Storm Water Program is to prevent the transportation of pollutants to Wisconsin's water resources via stormwater runoff; and
- WHEREAS,** the Village of Weston owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES); and
- WHEREAS,** the Stormwater Management Cooperative Agreement is between Marathon County; the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston; and the town of Rib Mountain, herein referred to as the North Central Wisconsin Stormwater Coalition; and
- WHEREAS,** the purpose of the Agreement, which is authorized pursuant to ss. 66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirement of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs; and
- WHEREAS,** the coalition will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

BE IT RESOLVED by the Board of Trustees of the Village of Weston hereby authorizes and executes a Stormwater Management Cooperative Agreement between Marathon County, the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau and Wisconsin Rapids; the villages of Kronenwetter, Rothschild and Weston; and the Town of Rib Mountain.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTON, at a regular meeting thereof, this 20 day of the month of August, 2018.

VILLAGE OF WESTON, a Municipal Corporation of the State of Wisconsin.

By: 
BARBARA ERMELING, President

ATTEST:
By: 
SHERRY WEINKAUF, Clerk

FILED:
By: 
SHERRY WEINKAUF, Clerk

STORMWATER MANAGEMENT COOPERATIVE AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. § 66.0301 to specify those certain responsibilities of the parties hereto in the implementation of an intergovernmental stormwater management program during the term of this Agreement.

I. PARTIES

This Agreement is between the cities of Baraboo, Marshfield, Merrill, Mosinee, Schofield, Stevens Point, Wausau, Wisconsin Rapids, the villages of Kronenwetter, Rothschild and Weston, the Town of Rib Mountain, and Marathon County, herein referred to as the North Central Wisconsin Stormwater Coalition.

Each party shall be responsible for assigning appropriate designees to participate as members of the North Central Wisconsin Stormwater Coalition on behalf of each party. Duties and responsibilities are set forth below.

II. TERM OF AGREEMENT

This Agreement shall commence on February 1, 2019, and continue through January 31, 2024. Any party may withdraw on thirty (30) days written notice to the coalition, subject only to the payment of any obligations due to the coalition under this Agreement.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to develop and implement a single information and outreach program for all participating members meeting the requirements of the Wisconsin Administrative Code to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs. The coalition will also be tasked with cooperating to adapt and revise operating procedures, and municipal ordinances to comply with the requirements of Wisconsin Pollutant Discharge Elimination System (WPDES) General Permits held by each of the parties and any changes made to pertinent Wisconsin Administrative Code and to review changes to legislation and policies regarding stormwater and provide recommendations and options to member communities as well as state or federal policy makers and officials.

The parties to this Agreement may seek to improve the quality of local stormwater management programs by mutually agreeing to contract for services that would evaluate institutional arrangements for long-term program delivery and develop marketing and/or educational materials about stormwater impacts. The general WPDES permit terms and conditions, as currently held by all participating parties, are incorporated by reference. Said permits are subject to change.

IV. PROGRAM SUMMARY

The activities required to complete this program include, but are not limited to the following.

- A. Review current research about stormwater impacts on waters of the state.
- B. Assess the public's current knowledge of the causes of stormwater pollution.
- C. Develop marketing/educational materials to encourage reduction of the causes of stormwater pollution.
- D. Provide information directly to the public to influence changes in the behavior and encourage best practices for stormwater management.
- E. Evaluate collaborative efforts and institutional arrangements which may be used to implement a long-term information and outreach program to meet the interests of the participating agencies.

F. Work collaboratively to revise current ordinances to address the requirements of WPDES General Permits held by each of the participating parties.

G. Work collaboratively to develop new procedures and revise existing agency practices to comply with and address the requirements of WPDES General Permits held by each participating party.

V. SCOPE OF SERVICES

North Central Wisconsin Stormwater Coalition duties shall include the following:

- A. Research, evaluate and develop a public education and outreach program, which will meet the requirements of WPDES permits held by the participating parties.
- B. Develop procedures and modify ordinances as necessary to comply with the WPDES permit, and the Administrative Code and changes made to the code and permit requirements.
- C. Collect funds from members to implement the education and outreach plan developed by the coalition and distribute these funds as voted upon by the membership to target educational goals of the WPDES program. Funding levels required shall be determined by the coalition members based upon educational activities and research planned by the members.
- D. Marathon County shall act as administrative and fiscal agent for the coalition and may delegate all or part of the necessary duty to a partner agency or organization.
- E. Create and administer bylaws to govern its operation.

VI. INSURANCE

Each party to this Agreement shall maintain its own liability and worker's compensation insurance sufficient to insure against the risks arising from each party's responsibilities under this Agreement. Events and activities sponsored by the North Central Wisconsin Stormwater Coalition shall be considered as work time by the personnel of all participating parties and shall be construed to carry with it all worker's compensation and liability insurance coverage for any claims arising from acts or omissions of said personnel.

VII. MUTUAL INDEMNIFICATION

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and shall retain the right to investigate, compromise and/or defend same.

VIII. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

IX. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin.

X. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XI. NON-ASSIGNMENT OF AGREEMENT

The participating parties agree that there shall be no assignment or transfer of this Agreement, nor any interests, rights or responsibilities herein contained, except as agreed in writing by all participating parties.

XII. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement except by a two-thirds (2/3) vote of the membership.

XIII. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral, and all negotiations as well as any previous agreements presently in effect between the participating parties relating to the subject matter of this Agreement.

All parties hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.

XIV. APPROVAL

The undersigned have adopted resolutions approving this Stormwater Management Cooperative Agreement:

DRAFT document.
No signatures yet.