	Rain to Rivers Educational Events and Activities					
Event	Contact	Date	Time	Location	Who Was Involved	Description/Notes
Town Newsletter	Janelle Henning	3/25/2016			Janelle Henning, Jackie Vold	Article on Town Storm Water Education & Outreach
Town Newsletter	Janelle Henning	11/4/2016			Janelle Henning, Jackie Vold	Article on Health Soils & Healthy Waters highlighting the EC River Watershed Coalition
Reception Area Materials	Janelle Henning	on-going				materials, brochures, publication regarding storm water
Dunn County Board Meeting	Dan Zerr	1/20/2016		Menomonie	Dan Zerr	Presented to the Dunn County Board on the topic of the Red Cedar River Water Quality Partnership, and the Implementation Plan developed by the Partnership.
Eau Claire River Watershed Coalition meeting	Dan Zerr	1/26/2016		Augusta	Dan Zerr	Coalition meeting to discuss watershed planning for the Eau Claire River and its impounded lakes.
Red Cedar River Watershed Partnership meeting	Dan Zerr	2/3/2016		Online	Dan Zerr, Randy Eide	Semi-monthly meeting of the Partnership to discuss TMDL implementation progress.
Dunn County Land and Water Plan revision meeting	Dan Zerr	2/16/2016		Menomonie	Dan Zerr, Randy Eide	Meeting of advisory team to discuss Dunn County's revision of their land and water management plan.
Half Moon Lake meeting	Dan Zerr	3/1/2016		Eau Claire	Dan Zerr	Meeting to discuss latest developments in managing phosphorus issues in Half Moon Lake in the City of Eau Claire.
Stormwater Presentation	Landon Profaizer	3/3/2016		Eau Claire	Landon Profaizer	Presented to all staff of the West Central Wisconsin Regional Planning Commission on the topic of stormwater pollution and the purpose of Rain to Rivers.
Red Cedar River Conference	Landon Profaizer	3/10/2016		Menomonie	Landon Profaizer, Randy Eide, Dan Zerr, Janelle Henning	Annual Red Cedar River Conference, with talks about all things pertaining to the phosphorus issues and TMDL for Lakes Tainter and Menomin. Booth set up for RtoR.
St. Croix River Conference	Landon Profaizer	3/22-3/23/16		River Falls	Landon Profaizer, Dan Zerr, Crystal Raleigh	Annual St. Croix River Conference, with talks about all things pertaining to the river, including the phosphorus TMDL. Booth set up for RtoR.
Wisconsin Lakes Partnership Conference	Dan Zerr	3/30-4/1/16		Stevens Point	Dan Zerr	Annual statewide Lakes Conference. Presentation given on the topic of the Red Cedar River TMDL implementation plan.
Red Cedar River Watershed Partnership meeting	Dan Zerr	4/6/2016		Barron	Dan Zerr	Semi-monthly meeting of the Partnership to discuss TMDL implementation progress.
Yahara Lakes Summit	Dan Zerr	4/9/2016		Waunakee	Dan Zerr	Presented to the Yahara Lakes Summit on the Red Cedar River TMDL implementation plan.
St. Croix County Earth Day	Crystal Raleigh	4/17/2016		YMCA Camp St. Croix	Crystal Raleigh	Attended Earth Day celebration and brought Plinko board for storm water education.
Adult Education at English Lutheran Church	Dan Zerr	4/20/2016		Chippewa Falls	Dan Zerr	Presented to a group of adult learners at this church on the topic of watersheds and non-point source pollution.
ECO Day – Rocky Branch School	Crystal Raleigh	4/22/2016		River Falls	Crystal Raleigh	Gave introductory storm water presentation to 3rd graders at Rocky Branch Elementary then led groups to three storm water ponds to pick up trash.

Kinnickinnic River Watershed Meetings	Crystal Raleigh	Spring 2016		River Falls	Crystal Raleigh	Meeting series with DNR, Pierce & St. Croix County Land Conservation, UW-River Falls, Kinnickinnic River Land Trust, Trout Unlimited, US Fish & Wildlife, and others to discuss watershed planning for the Kinnickinnic River.
Montessori School Lessons	Crystal Raleigh	4/6/16 and 5/12/16		River Falls	Crystal Raleigh	Introductory storm water presentation to 1st-3rd graders at Heartland Montessori School, followed up with maintenance (weed pulling, planting) in a nearby rain garden.
American Public Works Week, River Falls Elementary Schools	Crystal Raleigh	5/9-5/12/16		River Falls	Crystal Raleigh	Visited all 3rd graders in RFSD. Discussed many aspects of public works however Crystal focused on the storm sewer system and winter salt use. Presentations included "touch a truck" with public works equipment. Crystal showed students the spinner and pre-wet on the back of the plow truck.
Municipal Storm Water Groups statewide meeting	John Genskow, Landon Profaizer	6/8/2016		Portage	John Genskow	Meeting of various regional storm water consortium groups statewide, for the purpose of sharing and collaborating on storm water education issues.
Breakfast in the Valley	Kelly Jacobs	6/10/2016		Eau Claire	Kelly Jacobs	Annaul Eau Claire Chamber of Commerce event, featuring educational materials and information on storm water and runoff control from Eau Claire County Land Conservation.
Eau Claire River Watershed Coalition meeting	Dan Zerr	6/21/2016		Augusta	Kelly Jacobs, John Genskow, Dan Zerr	Coalition meeting to discuss watershed planning for the Eau Claire River and its impounded lakes.
Plinko at the Phipps Center	Crystal Raleigh	6/21-7/19/16		Hudson	Crystal Raleigh	The Plinko board was set up in the gallery at The Phipps in Hudson.
Northern Wisconsin State Fair	Rob Krejci	7/13-7/17/16		Chippewa Falls	Rob Krejci	Booth set up during the fair with information about storm water, rain barrels, projects in Chippewa Falls, etc.
City of Eau Claire Storm Water Ordinance Workshop	John Genskow	7/14/2016		Eau Claire	John Genskow	Presentation and discussion on revisions to City of Eau Claire Storm Water Ordinance
RFMU Customer Appreciation Lunch	Crystal Raleigh	7/21/2016		River Falls	Crystal Raleigh	Crystal manned the Plinko board which was on display at a free lunch for River Falls Municipal Utility customers at City Hall. Also promoted the Adopt A Pond program in River Falls.
Red Cedar River Watershed Partnership meeting	Dan Zerr	8/3/2016		Menomonie	Dan Zerr	Semi-monthly meeting of the Partnership to discuss TMDL implementation progress.
Eau Claire Land Conservaton Committee Annual Tour	Kelly Jacobs	8/15/2016		Eau Claire County	Kelly Jacobs	Highlighted best management practices and needed repair work. Talked about curve numbers, design storms, etc. and how it relates to flows/contributions in a watershed and for a project. Audience of LCC members and Eau Claire County staff.
Little Explorers Camp	Crystal Raleigh	8/16/2016		River Falls	Crystal Raleigh	Storm water lesson and storm drain stenciling with 20 4-6 year olds. Stenciled 6 storm drains in the City.

Leadership River Falls Youth	Crystal Raleigh	9/9/2016		River Falls	Crystal Raleigh	Storm water lesson and storm drain stenciling with 16 8th graders. Stenciled 12 storm drains in the City.
Celebrate the Chippewa River	Landon Profaizer	9/10/2016		Chippewa Falls	Landon Profaizer, Dan Zerr	Booth set up during the event with information about Rain to Rivers, storm water, rain gardens, etc.
Town of St. Joseph Fall Festival	Crystal Raleigh	9/17/2016		Town of St. Joseph	Tom Spaniol, Crystal Raleigh	Plinko and storm water display booth set up for the Town of St. Joseph Fall Festival.
Chippewa Valley Sustainable Future Festival	Landon Profaizer	9/17/2016		Eau Claire	Landon Profaizer, Dan Zerr	Booth set up during the event with information about Rain to Rivers, storm water, rain gardens, etc. Plinko board also set up and used by many attendees.
City of Eau Claire Advisory Commission on Sustainability	John Genskow	9/20/2016		Eau Claire	John Genskow	Presentation and discussion on City of Eau Claire Storm Water Requirements and BMP's
Leadership Eau Claire Tour	Kelly Jacobs	9/22/2016		Eau Claire County	Kelly Jacobs	Highlighted agriculture and environment topics throughout Eau Claire County. Discussed finding a balance to counteract human impacts on our natural systems.
Stormwater Pond Workshop	Chad Christianson	9/30/2016		Appleton	Chad Christianson, Tom Zeuli	City of Hudson staff set up stormwater display and plinko board at the full-day stormwater pond workshop and training. Featured pond design, inspection, maintenance, speakers, and panel discussion.
Red Cedar River Watershed Partnership meeting	Dan Zerr	10/5/2016		Barron	Dan Zerr, Randy Eide	Semi-monthly meeting of the Partnership to discuss TMDL implementation progress.
Planting of Rain Garden at Lakeside Park	Contact	10/10/2016		Menomonie	Randy Eide, Dan Zerr, Lindsay Olson.	Large rain garden planted to catch runoff from about a one-acre parking lot at Lakeside Park on Lake Menomin. Collaborative effort between R2R and many other organizations.
Half Moon Lake meeting	Dan Zerr	10/12/2016		Eau Claire	Dan Zerr, John Genskow	Meeting to discuss progress and status regarding Half Moon Lake, including work on phosphorus/algae bloom issues.
Eau Claire River Plan Implementation Team meeting	Dan Zerr	10/20/2016		Augusta	Dan Zerr, Kelly Jacobs	First meeting of the Implementation Team for the Eau Claire River Water Quality Plan.
Field Day at Lowes Creek County Park	Dan Zerr	10/23/2016		Eau Claire	Dan Zerr	Educational field day for Eau Claire Montessori School students, staff and family at Lowes Creek County Park. Participants did nature walks, heard small lectures/demonstrations, including a talk about Lowes Creek and the dangers presented by urban runoff.
Winter Road Maintenance Training	Landon Profaizer	10/28/2016		Menomonie	Randy Eide, Crystal Raleigh	Training for storm water staff on winter road maintenance, salt application, etc., presented by Fortin Consulting from MN.
Red Cedar River Watershed Partnership meeting	Dan Zerr	12/7/2016		Menomonie	Dan Zerr	Semi-monthly meeting of the Partnership to discuss TMDL implementation progress.
Eau Claire River Plan Implementation Team meeting	Dan Zerr	12/8/2016		Eau Claire	Dan Zerr, Kelly Jacobs, John Genskow	Monthly meeting of Eau Claire River Water Quality Plan Implementation Team.

R2R Educational Advertizing by Smartlite	Landon Profaizer	2016		Oakwood Mall	Landon Profaizer	Rain to Rivers storm water education signs were installed in a Smartlite sign in the Oakwood Mall in Eau Claire.
R2R Educational Banner at Ballpark	Crystal Raleigh	2016		River Falls	Crystal Raleigh	A R2R banner - What goes in the drain... was installed on the outfield fence at the River Falls ball park

INTERGOVERNMENTAL AGREEMENT FOR STORM WATER EDUCATION AND OUTREACH COORDINATION BY RAIN TO RIVERS OF WESTERN WISCONSIN (R2R)

I. PARTIES

This Intergovernmental Agreement, hereinafter referred to as "Agreement," is made and entered into between Eau Claire County and Chippewa County. All additional signators are by addendum, and hereinafter referred to individually as "Party" and collectively as "Rain to Rivers of Western Wisconsin" (R2R).

II. TERM OF 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 storm water public education and outreach program during the term of this Agreement. This Agreement shall commence January 1, 2016 and continue through December 31, 2018.

In the event that any Party determines that it is in its best interest to terminate participation in this cooperative agreement the Party may do so by the following action:

A. The Party shall send written correspondence to R2R, by way of Eau Claire County and Chippewa County, indicating its desire to terminate participation in this Agreement. This correspondence shall include an official resolution or documented action indicating that the requested termination has been authorized by a governmental body possessing the legal authority required to terminate this Agreement, and that the signatories to this correspondence are duly authorized to sign correspondence terminating their participation in this Agreement.

B. In the event that a party withdraws and terminates its participation in this Agreement, the withdrawing Party shall be responsible for its financial contribution under Section V with regard to this Agreement until December 31 of the year the Party withdraws. No partial refund based on the date of the withdrawal by the Party shall be given. When a withdrawing Party is no longer financially responsible under this paragraph, the cost shall be re-apportioned among the remaining R2R members consistent with their respective proportional share as set forth in Section V.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to develop a unified storm water education program for R2R meeting the requirements of Wis. Admin. Code § NR 216.07. This Agreement provides the framework for setting annual goals, work plans and budgets; it defines the responsibilities of the participating parties, and identifies opportunities for funding and staffing this effort.

VI. DUTIES

A. Parties involved in agreement shall:

1. Evaluate collaborative efforts and institutional arrangements that may be used to implement a long-term storm water public education and outreach program to meet the interests of the forum members.
2. Sponsor and conduct specific activities as components of a storm water management public education and outreach program, to be implemented during the term of this Agreement.
3. Be responsible for scheduling and conducting educational tours of storm water Best Management Practices (BMP's) in the Chippewa Falls/Eau Claire urban area.
4. Maintain a record of expenses incurred and staff hours expended that will be reimbursable under the project grant or the operating budget.
5. Conduct workshops or training sessions for municipal officials, agency staff, and developers in the Chippewa Falls/Eau Claire urban area.
6. Participate in budgeting and annual work planning.
7. Pursue grant opportunities wherever possible to supplement the programmatic budget and will be responsible for submittal of those grant requests on behalf on the Parties to this Agreement.
8. Contribute toward an annual program budget for R2R, as established under Section V.

B. Eau Claire County agrees to the following:

1. On behalf of Eau Claire County and Chippewa County, to manage awarded grants.
2. To Provide oversight and guidance to contracted individuals or firms.
3. To establish and administer a budget account for R2R that will record all of the revenues generated and all expenses incurred by R2R.

C. Chippewa County agrees to the following:

1. To provide information and input, as requested, to assist Eau Claire County to manage grants.
2. With Eau Claire County, to provide oversight and guidance to contracted individuals or firms.
3. Before June 1 of each year, to prepare a draft annual budget and activities schedule to be reviewed and approved by R2R.

V. BUDGET

The budget will include a funding formula to equally distribute the program costs and the amount of the budgeted costs that will be assigned to each participating Party. The activity schedule will document the commitments made by each Party to implement scheduled activities of mutual benefit to the parties of this agreement. Members of R2R agree to maintain the annual programmatic budget at $2,000.00 per Party on an annual basis.

VI. LIAISONS

For Eau Claire County: Kelly Jacobs, Land Conservation Manager, Eau Claire County Land Conservation Division, 227 First Street West, Altoona, WI, 54720, (715) 839-6226; or current designee and

For Chippewa County: Dan Masterpole, County Conservationist, Chippewa County Land Conservation & Forest Management, 711 N. Bridge Street, Chippewa Falls, WI 54729, (715) 726-7920 or current designee.

VII. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon Eau Claire County to: Land Conservation Supervisor, Eau Claire County Land Conservation Division, 227 First Street West, Altoona, WI, 54720, Telephone (715) 839-6226: and upon Chippewa County to: County Conservationist, Chippewa County Land Conservation & Forest Management, 711 N. Bridge Street, Chippewa Falls, WI 54729, Telephone (715) 726-7920.

VIII. INSURANCE

Each party to this Agreement shall maintain its own liability insurance sufficient to insure against the risks arising from each party's responsibilities under this Agreement.

IX. 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 the other party shall have the right to investigate, compromise, and defend the same.

X. 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.

XI. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin and is made at Eau Claire County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Eau Claire County Circuit Court.

XII. 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.

XII. NON-ASSIGNMENT OF AGREEMENT

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

XIV. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement, except in writing, signed by both parties.

XV. 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 Eau Claire County and Chippewa County relating to the subject matter.

Both parties hereto having read and understood the entirety of this Agreement consisting of four (4) typewritten pages hereby affix their duly authorized signatures.

EAU CLAIRE COUNTY BY:

Kathryn Schauf
County Administrator

02/05/16
(Date)

CHIPPEWA COUNTY BY:

Frank R. Pascarella
County Administrator

1-22-16
(Date)

ADDENDUM 4 TO

INTERGOVERNMENTAL AGREEMENT FOR STORM WATER EDUCATION AND OUTREACH COORDINATION BY RAIN TO RIVERS OF WESTERN WISCONSIN (R2R)

The **Town of Washington** agrees to be bound and participate in the "Intergovernmental Agreement for Storm Water Education and Outreach Coordination by Rain to Rivers of Western Wisconsin (R2R)" between Eau Claire County and Chippewa County as modified by this Addendum in the following particulars to read as follows:

"VI. **LIAISONS**

For Eau Claire County: Kelly Jacobs, Land Conservation Manager, Department of Planning & Development, 227 First Street West, Altoona, WI 54720, (715) 839-6226; and

For Chippewa County: Dan Masterpole, County Conservationist, Department of Land Conservation and Forest Management, 711 N. Bridge Street, Chippewa Falls, WI 54729, (715) 726-7920.

For the Town of Washington: Janelle Henning, Administrator, Town of Washington, 5750 Old Town Hall Road, Eau Claire WI 54701, (715) 834-3257.

VII. **NOTICES**

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon Eau Claire County to: Kelly Jacobs, Land Conservation Supervisor, Department of Planning & Development, 227 First Street, West, Altoona, WI, 54720, (715) 839-6226; and upon Chippewa County to Dan Masterpole, County Conservationist, Department of Land Conservation and Forest Management, 711 N. Bridge Street, Chippewa Falls, WI 54729, (715) 726-7920; and upon the Town of Washington to Micheal Peterson, Town of Washington Board Chair, 3315 Alf Ct, Eau Claire WI 54701, (715) 497-6333."

All other terms and conditions contained in the Agreement and associated Addendums shall remain in full force and effect unless otherwise noted.

EAU CLAIRE COUNTY BY:

Kathryn Schauf, County Administrator — 02-05-16 Date

CHIPPEWA COUNTY BY:

Frank R. Pascarella, County Administrator — 1-22-16 Date

TOWN OF WASHINGTON BY:

Micheal Peterson, Board Chair — 03/7/16 Date

XII. NON-ASSIGNMENT OF AGREEMENT

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

XIV. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement, except in writing, signed by both parties.

XV. 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 Eau Claire County and Chippewa County relating to the subject matter.

Both parties hereto having read and understood the entirety of this Agreement consisting of four (4) typewritten pages hereby affix their duly authorized signatures.

EAU CLAIRE COUNTY BY:

Kathryn Schauf
County Administrator

02/05/16
(Date)

CHIPPEWA COUNTY BY:

Frank R. Pascarella
County Administrator

1-22-16
(Date)

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WASHINGTON AND EAU CLAIRE COUNTY

Whereas, the Town of Washington ("Town") and Eau Claire County ("County") both recognize the negative impacts that storm water runoff from urban lands can have on local water resources; and,

Whereas, both are subject to storm water discharge permits by the State as identified in Chapter NR 216.02 Wisconsin Administrative Code as well as a WPDES Municipal Separate Storm Sewer Discharge Permit under Chapter NR 216 ("Municipal Permit"); and,

Whereas, the Town and County both agree on the need to limit negative impacts of runoff and sediment movement on both neighboring properties and natural resources through compliance with Chapter NR 151 Wis. Admin. Code; and,

Whereas, the County already complies with the above noted permit requirements, including the enforcement of construction site erosion control and storm water management ordinances ("County Ordinance") that applies within the jurisdictional boundaries of the Town; and,

Whereas, a written agreement to jointly coordinate required educational activities of both parties as part of the Chippewa Valley Storm Water Forum is already in effect and has been a cost-effective way to satisfy State storm water education requirements for both units of government; and,

Whereas, similarly this written agreement to jointly coordinate ordinance enforcement activities between the Town and the County can be a cost-effective way to satisfy State storm water discharge permit requirements for both units of government;

Now, therefore, in consideration of these premises, the Town and the County under the authority of Wis. Stats. § 66.0301 hereby agree to cooperate on the implementation of the County Ordinance within the Town in accordance with the following:

A. SERVICES, FEES AND CONTACTS

1. **County Ordinance Enforcement.** The County shall administer and enforce the County Ordinance within the jurisdictional boundaries of the Town with the understanding that the County is subject to the same obligations and regulatory oversight as the Town related solely to the adoption and enforcement of erosion control and storm water management ordinances. By administering and enforcing the County Ordinance, the County shall be responsible for meeting the Wisconsin Department of Natural Resources (DNR) Municipal Permit conditions for the Town entitled "Construction Site Pollutant Control" (section 2.4) and "Post Construction Storm Water Management" (section 2.5). The County will provide all necessary reports of County activity to the Town related to implementation of the County Ordinance within the Town under said permit. The County Ordinance meets the WI DNR requirements for construction site pollutant control and post construction storm water management. As part of this agreement, the County

is not responsible for any other provision of WPDES Permit No. WI-S050075-2 other than those specifically stated in this or any agreement.

2. **Information and Education.** Under separate agreement, the County and Town agree to continue participation in the Chippewa Valley Storm Water Forum for purposes of continuing those intergovernmental storm water public education and outreach efforts.

3. **Fees.**
   a) County Ordinance. The County will establish, retain, and modify fees for storm water and erosion control permit applicants as necessary to support County costs for administering the County Ordinance. The County will charge no fees to the Town for services performed to administer Storm Water and Erosion Control Permits under the County Ordinance. The Town is responsible for its own annual municipal permit fees to the state under NR 216.08.
   b) Illicit Discharges. The County will enforce the "illicit discharge" provision of the County Ordinance. The Town may inform the County of known discharges. The Town is responsible for regular inspections of urbanized area outfalls, within the road right of way and on public lands, to identify potential sources of illicit discharge. The Town may use their special assessment authority to collect these costs from the violator.
   c) Information and Education. Please reference the separate agreement that outlines the activities with the Chippewa Valley Storm Water Forum.
   d) Design and Engineering Services. This agreement does not outline a process for the County to complete the erosion control planning paperwork, design of structures, or final certification of structures on behalf of the Town. The Town retains the option to contract with a third party entity for completion of such work.

4. **Contacts.** For the administration of this agreement, the primary contact for the Town shall be the Town Administrator or designee. The primary contact for the County shall be the Land Conservation Supervisor or designee.

B. ADMINISTRATIVE PROCEDURES

1. **Intent.** In order to effectively enforce the County Ordinance under this agreement, it is important to incorporate storm water management concepts into site planning early in the land development process. To do this requires coordination of certain procedures between the County and Town. This section describes how this will be done. In addition, Appendix A has been attached to help clarify interpretation of how storm water and erosion control requirements apply as they relate to Ordinance implementation on Town Projects using specific project examples.

2. **Plan Review/Approval Procedures.** The County will implement all County Ordinances associated with proposed subdivision plats and other developments that may trigger the need for a storm water management plan. Copies of all correspondence generated by the County relating to a Storm

Water permit under the County Ordinance is available to the Town upon request. The Town will review proposals and provide recommendations in accordance with the processes as outlined in current County Ordinances for the following activities: Preliminary Plats Final Plats, and CSMs.

3. **Financial Assurance.** The Town will recognize the financial assurance authority within Chapter 17.05 of County Code as applicable to any private project within the scope of this agreement. Financial Assurances will not be required for any Town Projects.

4. **As-Built Documentation.** As stated in County Ordinances 17.05 & 17.06, the County will rely on the engineer, as designated by the permitee (for private projects) or by the Town (for municipal projects), to verify compliance with approved plans and provide as-built documentation to the County.

5. **Permit Enforcement Procedures.**
   a) Enforcement. The Town will forward any concern or complaint received relating to permitted sites under County Ordinance 17.05 & 17.06 for a response by the County within ten calendar days.
   b) Legal Services. The County Corporation Counsel's Office will provide legal services to the County regarding enforcement of County Ordinances.
   c) Appeals. The County Board of Land Use Appeals will hear all appeals related to the implementation of the County Ordinance. The County has additional enforcement authority under the County Ordinance, including citation authority.

6. **Town Funded Projects.** For any road maintenance project or other construction funded by the Town that may trigger the need for a permit under the County Ordinance, no fees or financial assurance will apply and the County will assist the Town in meeting the County Ordinance in accordance with the following:

   a) New Construction/Reconstruction. The Town will involve the County early in the planning process to determine applicability of various technical requirements of County Ordinances 17.05 & 17.06. The County will advise the Town or other designated consultant on the preparation of plans that comply with all applicable requirements. Such projects may be submitted to the County using the **Annual Erosion Control Planning Application for Local Governments** (Appendix B), but may be subject to additional requirements dependent on the scale of the project, in order to meet the requirements of NR 151.13(2), NR 216 and Section 2.7 - Storm Water Quality Management of WPDES Permit No. *WI-S050075-2.*
   b) Road and Ditch Maintenance. The County will provide the Town with an **Annual Erosion Control Planning Application for Local Governments** (Appendix B) for common road maintenance work that may trigger the need for an erosion control plan, including

maintenance work to ditches and other storm water conveyance systems. The Town must provide the County at least thirty days notice, wherever possible, to allow for review of erosion control plans for the site. If the Town plans on repaving a road and the land disturbance is less than 1 acre beyond the existing 'already disturbed area,' a permit will not be required as long as the repaving project is in compliance with all DNR and County requirements.

c) Culvert and Bridge Replacement. Engineer calculations and verification will not be required as part of an application for Town Projects that replace existing conveyance infrastructure (i.e. culverts, bridges) with a capacity of the same size or larger (allows for the passing of the same or greater flood flows / volume). This technical requirement will only be waived if the project is in compliance with all other DNR (i.e. Chapter 30 and 216) and County (i.e. Shoreland and Floodplain Zoning) permitting requirements. All Town projects that receive funds from the County Bridge Aids program will also be released from the engineer calculations and verification requirement as there is already a third party review completed for those projects.

d) Annual Application. The Town has the option to submit all intended construction projects for the season as one packet. Such packets shall be received by the County on or before May 30 for consideration and will be reviewed by the County within thirty calendar days of receipt. Supplemental projects that arise throughout the year may still be submitted individually, but each project is then subject to the review and approval process as outlined in this section.

C. TOWN POLICIES

It is the policy of the Town to require new roads and buried utilities to be installed in a timely manner that minimizes soil erosion, environmental damage and future maintenance problems. The County is aware that the following Town policies are in place on private property. Although the Town retains sole authority for implementation of these policies, the County may consider these items as part of Chapter 17.05 & 17.06 application review and has the option to notify the Town of any inconsistency.

1. **Utilities.** Whenever practicable, no buried utilities shall be installed within the design flows of open channels in Town road right-of-ways, except for right angle crossings. *Preferred placement on new roads is 3 feet inside of property boundaries with a 10 foot recorded easement for future maintenance.* This policy may vary depending on soil conditions, trees and other obstructions. Applicants are required to obtain an Application and Permit to Construct, Maintain, or Repair Utilities Within Highway Right-of-Way. This permit requires post construction stabilization and vegetation establishment.

2. **Driveway Access Construction Deadlines.** September 15 is recognized as the deadline for successful seeding of permanent grasses. The Town recommends that new driveway access construction generally not be allowed

to proceed unless it is demonstrated that this deadline will be met for stabilization. Applicants are required to obtain a Permit for Driveway Access to Town Road from the Town Administrator or designee prior to installation.

D. LONG TERM MAINTENANCE OF TOWN STORM WATER FACILITIES

The following procedures are aimed to ensure the proper long-term maintenance of all storm water management facilities within the Town. Proper maintenance will help minimize structure failure and possible damage and ensure that the facilities continue to serve their designed functions. It is understood by the Town that all County activities listed in this subsection will be completed as staff time allows.

1. **GIS Database.** The County will create and maintain a computerized map and database of all storm water management facilities within the Town, including: basic design data, the year it was installed, ownership and maintenance responsibilities (if able to determine), and a record of any inspections completed. The Town and County will agree to share access to data on Storm water Structures and will each be given access to any Public database upon request and at no charge.

2. **Inspections.** The County will conduct periodic on-site inspections of private storm water management facilities in the Town and produce a written report concerning the current condition of each facility inspected. If the County recommends additional inspection or maintenance action, the County will discuss the needs with the owner and include final recommendations in a written inspection report to the Town. The Town will inspect and maintain public (Town-owned) storm water management facilities in Town.

3. **Enforcement.** The County will be responsible for notifying the owner(s) of the storm water facility and enforcing any inspection and maintenance requirements. The Town may implement and enforce other ordinances, such as nuisance or licensing ordinances that may also be related to storm water and erosion control activities. Any potential conflict of Town and County ordinances will be addressed on a case by case basis.

4. **Disclaimer.** It is understood that the County does not certify the design, construction or performance of any storm water management facility in the Town, regardless of the conditions noted in an inspection report. In addition to County inspections, the Town must meet WI Admin. Code NR 216 requirements regarding sedimentation and inspection of storm water facilities.

E. MISCELLANEOUS PROVISIONS

1. **Effective Date.** The effective date of this Agreement shall be the date upon which it is executed by both parties. All provisions shall take effect immediately unless otherwise noted above. This Agreement shall remain in effect until terminated by either party 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 agreement associated with

information and education services under sub.A.3.(c) above shall stand separate from this agreement and in effect under the terms outlined therein.

3. **Termination**. The County or the Town may terminate this Agreement at any time upon a 60-day written notice of intent. The Town is responsible for notifying the DNR 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. The County and the Town 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.
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.

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF WASHINGTON AND EAU CLAIRE COUNTY

Signed by the Town:

(Signature) 5/7/2015 (Date)

Michael Peterson, Chairperson
(Printed name & title)

(Signature) 5/7/2015 (Date)

Janelle L. Henning, Administrator
(Printed name & title)

(Signature) (Date)

(Printed name & title)

Signed by Eau Claire County:

(Signature) 5/26/15 (Date)

GREGG MOORE County Board Chair
(Printed name & title)

(Signature) 5/26/15 (Date)

Keith R. Zehms, Acting County Administrator
(Printed name & title)

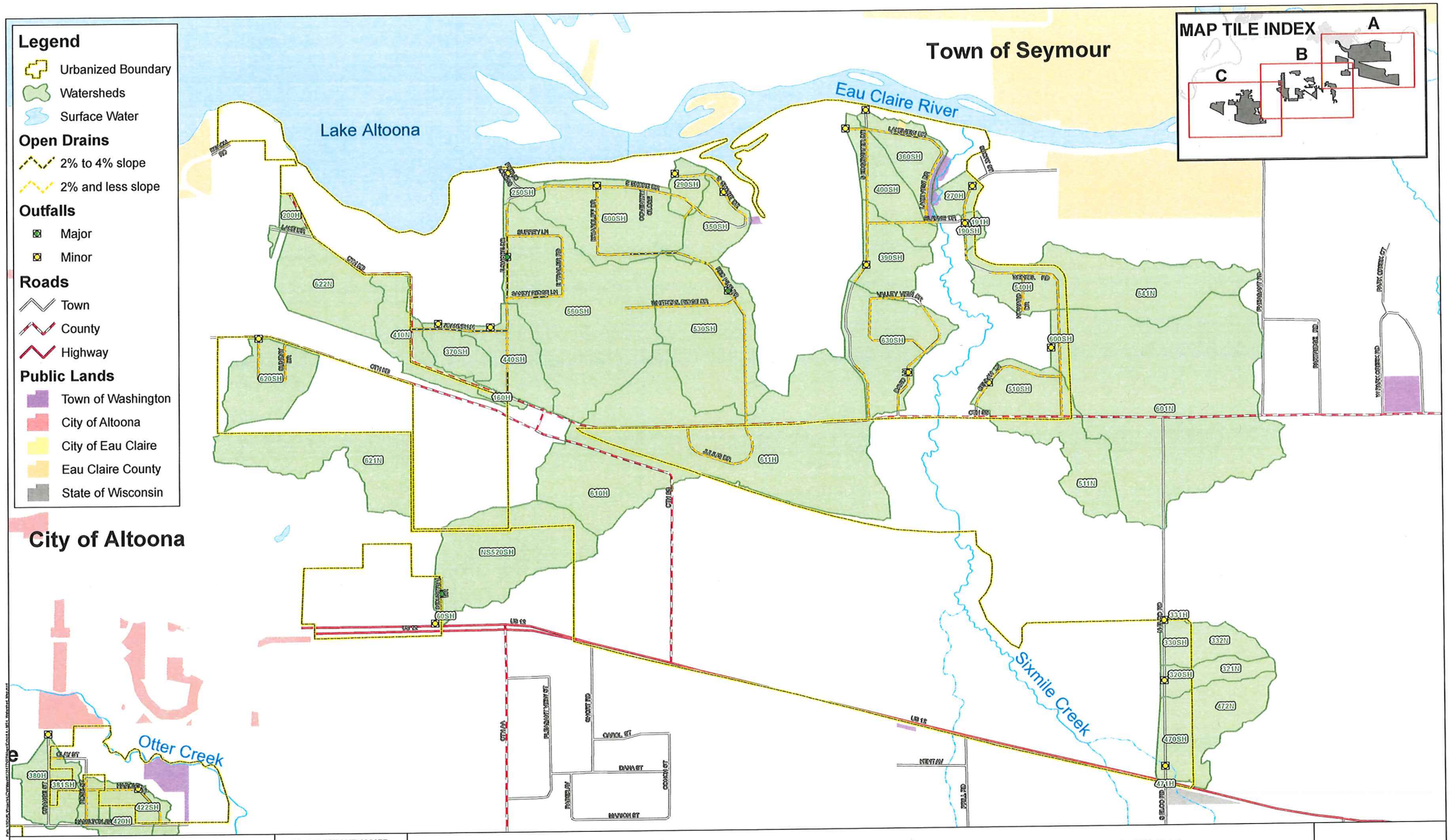
(Signature) 5/26/15 (Date)

Kelly R. Jacobs, Land Conservation Supervisor
(Printed name & title)

APPENDIX A

Examples of Road Work Conducted by Towns

This document outlines several example projects and clarifies ordinance interpretation for implementation purposes as it relates to each project under this intergovernmental agreement.



SEH

10 NORTH BRIDGE STREET
CHIPPEWA FALLS, WI 54729
PHONE: (715) 720-6200
TF: (800) 472-5881
www.sehinc.com

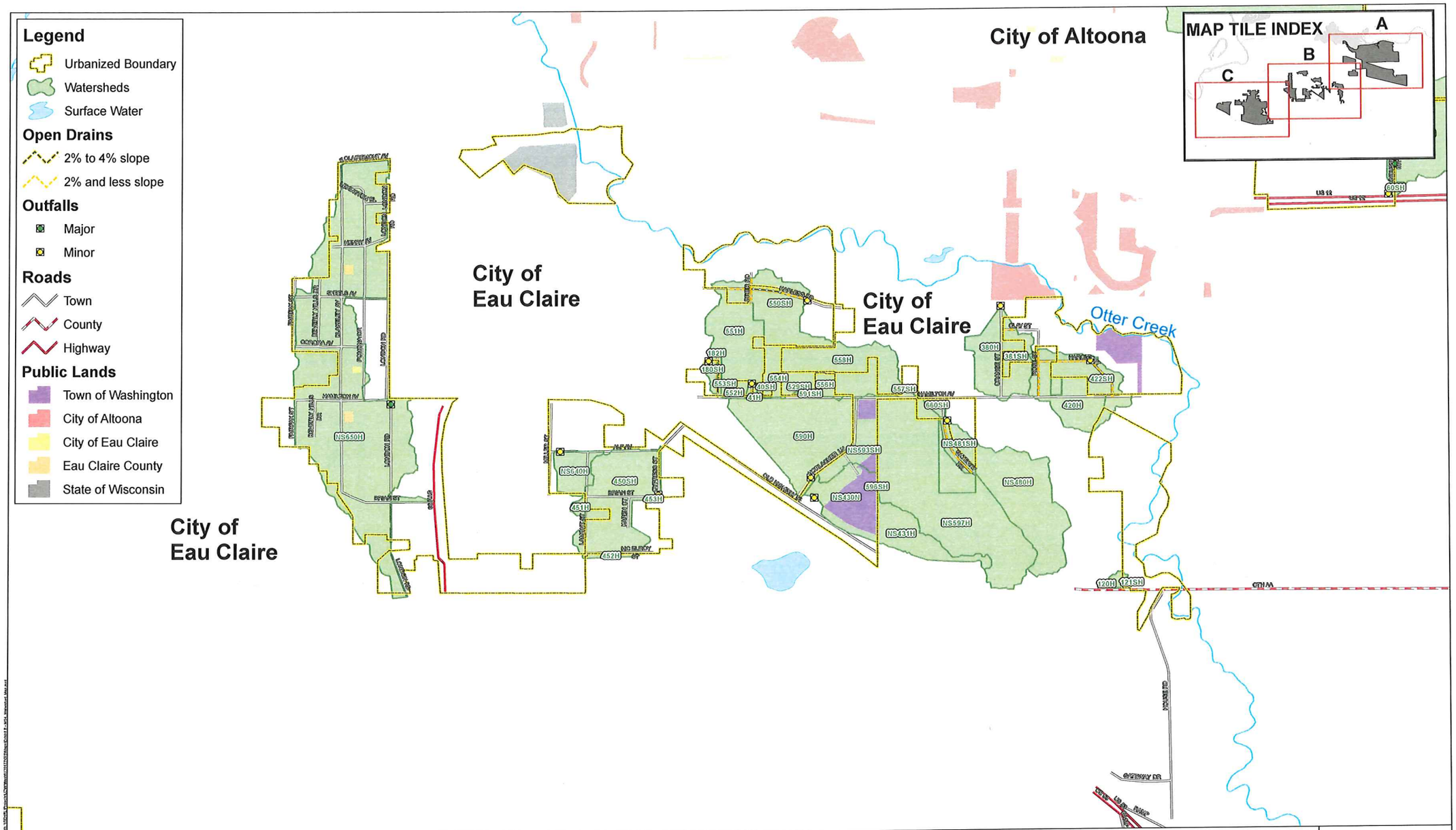
Project: WASHT 130677
Print Date: 3/7/2016

Map by: jmacholl
Projection: WISCRS Eau Claire Co (ft)
Source: Eau Claire Co., WDNR

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) MAP

TOWN OF WASHINGTON, WISCONSIN

EXHIBIT A



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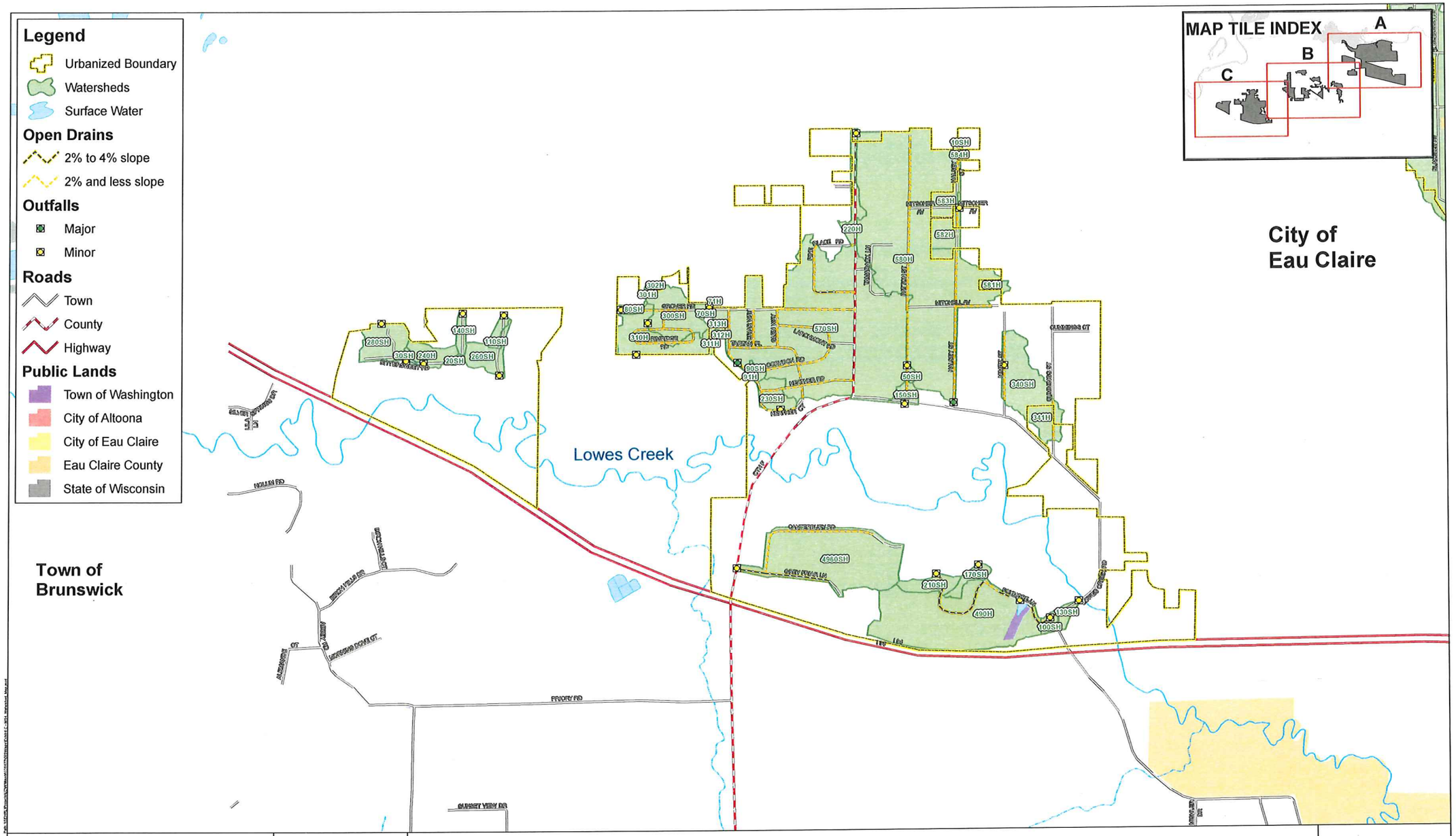
Source: Eau Claire Co., WDNR

MUNICIPAL SEPERATE STORM SEWER SYSTEM (MS4) MAP

TOWN OF WASHINGTON, WISCONSIN

EXHIBIT
B



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Project: WASHT 130677
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Map by: jmacholl
Projection: WISCRS Eau Claire Co (ft)
Source: Eau Claire Co., WDNR

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) MAP

TOWN OF WASHINGTON, WISCONSIN

EXHIBIT C

Town of Washington Municipal Facility
Town of Washington Municipal Facility SWPPP
Storm Water Basin
8-Inch Diam Pipe
Sand Storage Building - Constructed 2015
N
0 100 200 300ft
DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.