

INTERMUNICIPAL AGREEMENT
TAYCO STREET POND OPERATION & MAINTENANCE
Town of Menasha and City of Menasha

This Agreement is being entered into between the City of Menasha, a Wisconsin Municipal Corporation located in Winnebago County and Calumet County, State of Wisconsin, and the Town of Menasha, a Wisconsin Municipal Corporation located in Winnebago County, State of Wisconsin and arises out of paragraph 5 of the First Amendment To Intermunicipal Agreement Joint Stormwater Feasibility Agreement between the parties dated August 27, 2009;

1. The City of Menasha and Town of Menasha desire to jointly operate and maintain the Tayco Street Pond (Tayco Pond) which is depicted in Figure A.
2. The City and Town agree that Tayco Pond will directly benefit the City and Town. Pursuant to NR 216.07(6), the City and Town recognize that they are each mandated to achieve a 40% reduction in total suspended solids (TSS) by March 10, 2013.
3. The Tayco Pond watershed is estimated to be 1,217 acres in size. Of the 1,217 acres, 859 acres of land are currently located in the City of Menasha and 358 acres of land are located in the Town of Menasha.
4. Based on current DNR guidance, Tayco Pond is designed to achieve a 52.1% TSS reduction for the 1,217 acre watershed. Tayco Pond's TSS reduction was evaluated using the Source Loading and Management Model (SLAMM).
5. The City and Town recognize that Tayco Pond requires routine operation and maintenance in order to function properly and achieve the 52.1% TSS reduction.
6. Based on the existing land use condition contained within the Tayco Pond Stormwater Management Plan, the 1,217 acre watershed contains 1,142 acres of developed urban area and 75 acres of undeveloped area. Of the 1,142 acres of developed urban area, 805 acres are currently located in the City of Menasha and 337 acres are located in the Town of Menasha. On an average annual basis, Tayco Pond provides an 117,337 pound (74.2%) TSS reduction for the 805 acres of City developed urban area and a 40,880 pound (25.8%) TSS reduction for the 337 acres of Town developed urban area.
7. The Town of Menasha shall be the lead agency in the Tayco Pond operation and maintenance activities. Activities are more fully described within the Tayco Pond Operation & Maintenance Plan. Parties must mutually agree to any future changes to the Operation & Maintenance Plan (dated June 25, 2009). Generally, operation and maintenance activities include, but are not limited to, the following:
 - a. Debris & Litter Collection and Disposal
 - b. Vegetation & Noxious Weeds Management
 - c. Algae Management
 - d. Erosion Control
 - e. Sediment Management, Collection and Disposal

DRAFT January 22, 2010

- f. Mosquito Control
- g. Nuisance Wildlife Management
- h. Structure Inspection and Maintenance

Both parties agree that operation and maintenance activities shall be accomplished through the use of Town and City staff to the greatest extent possible, with the work load shared approximately on the basis of the TSS reduction percentages provided in paragraph 6. Management staff from both parties must agree before contracted services are arranged.

8. The Town of Menasha shall be the paying party for all contracted operation and maintenance activities. The Town shall provide a tabulation and documentation of all costs to the City of Menasha. Costs shall be shared and paid based on the TSS reduction percentages provided in paragraph 6. Said billing shall be paid in full within thirty days of receipt of billing.
9. The City and the Town agree that any maintenance project estimated to cost \$7,500 or more will require the agreement of both communities before the project may proceed.
10. Both parties agree pond inspections required by each party's MS4 Permit shall be accomplished through the use of Town and City staff to the greatest extent possible. All information obtained through these inspections shall be shared between both parties.
11. Beginning March 1, 2010, this agreement will be reviewed every five (5) years to reconsider the percentage of TSS reduction allocated to each community in paragraph 6. An engineer agreed upon by both the City and the Town will reanalyze the percentage allocation of TSS reduction and if recommended by the engineer the percentage allocation in paragraph 6 shall be adjusted. The City and Town agree that any future adjustment of the percentage allocation will only impact the division of costs for future maintenance, and will not be utilized to adjust any past, present, or future debt service costs.
12. This agreement shall remain in effect unless the parties mutually agree to terminate the agreement. Project costs incurred to date at the time of any termination shall be shared and paid based on the percentages provided in paragraph 6.

Dated this _____ of _____, 2010.

TOWN OF MENASHA

By: _____
Arden Tews, Town Chairman

Karen Backman, Town Clerk

APPROVED AS TO FORM:

Herrling & Clark Law Firm
Town of Menasha Attorney

Dated this _____ of _____, 2010.

CITY OF MENASHA

By: _____
Donald Merkes, Mayor

Deborah A. Galeazzi, City Clerk

APPROVED AS TO FORM:

Pamela Captain
City of Menasha Attorney