

**MEMORANDUM OF UNDERSTANDING
BETWEEN DANE COUNTY AND THE CITY OF MADISON REGARDING STORM WATER
MANAGEMENT ON THE DANE COUNTY REGIONAL AIRPORT**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into between the City of Madison, Wisconsin (the "City") and Dane County, Wisconsin (the "County"), and shall be effective as of the date on which it is fully executed by the representatives of both parties.

WHEREAS the City and the County desire to address in a comprehensive manner storm water management issues associated with actual and potential development on the Dane County Regional Airport (the "Airport"); and

WHEREAS the Airport, its consultants, the City and representatives of the State of Wisconsin have had extensive discussions regarding the modeling and scope of a comprehensive storm water management plan addressing storm water quantity and quality related to development at the Airport; and

WHEREAS the Airport has developed a Master Storm Water Management Plan (the "SWMP", attached hereto as Exhibit A), that identifies structures, devices, features and practices designed to maintain water quality and offset and mitigate future increases in storm water runoff attributable to existing and planned development on Airport property within the scope of the SWMP; and

WHEREAS the City has determined that implementation of the attached SWMP, as set forth below, will enable the County to meet the storm water management standards established by the City and applicable to the Airport property and improvements identified in the SWMP.

NOW, THEREFORE, the City and the Airport agree as follows:

1. As a condition to the continued validity of this MOU, the Airport will within 12 months of the MOU's effective date construct, install and maintain the storm water management structures, devices, and features identified in the SWMP at Exhibits 9 and 10 and Tables 3 and 5. All structures and devices constructed, installed or maintained pursuant to this MOU shall be repaired or replaced as necessary such that they continue to function as originally intended.
2. As a further condition to the continued validity of this MOU, the Airport shall include in all future leases involving property for development within the scope of the SWMP a lease provision requiring lessees to implement and maintain water quality best management practices, including catch basins with sumps or filters, or alternatives which provide a demonstrated 20% removal efficiency.
3. Amendment or modification of the SWMP shall not effect the validity of this MOU, provided that any such amendment or modification does not result in less restrictive standards.
4. As long as this MOU remains in force and effect, the Airport shall be deemed to be in compliance with City storm water regulations applicable to the construction of the runways, taxiways, ramps, aprons and other impervious areas identified on the attached SWMP as "Proposed 100% Impervious Surface Areas."

5. The Airport shall annually, by the first day of March of each year, provide the City with a drawing showing the runways, taxiways, ramps, aprons and other impervious areas, identified in the SWMP at Exhibit 8 as "Proposed 100% Impervious Surface Areas," that have been constructed through the last day of the previous calendar year.
6. As long as this MOU remains in force and effect, the Airport shall be deemed to be in compliance with City storm water regulations applicable to the construction of improvements in the three areas identified in the SWMP at Exhibit 8 as "Proposed 90% Impervious Surface Areas," provided that, as applied to each such area, the square footage of impervious surface within the area so identified does not exceed 90% of the total surface of the area.
7. The Airport shall annually, by the first day of March of each year, provide the City with a drawing showing the impervious surfaces in each of the three areas identified on the attached SWMP as "Proposed 90% Impervious Surface Areas" and an estimate of the percentage of the total surface in each area so identified that is impervious surface, current through the last day of the previous calendar year.
8. This MOU is not intended to and does not in any manner address or apply to the construction of runways, taxiways, ramps, aprons and other paved surfaces or improvements that are not identified on the attached SWMP as "Proposed 100% Impervious Areas" or are not within the areas identified on the SWMP as "Proposed 90% Impervious Surface Areas."

IN WITNESS WHEREOF the parties hereto have by their duly authorized representatives executed this Agreement as of the dates so indicated.

FOR CITY OF MADISON:

By: _____ Date: _____
 David J. Cieslewicz, Mayor

Approved By: _____ Date: _____
 Maribeth Witzel-Behl, City Clerk

Approved By: _____ Date: _____
 Dean Brassler, City Comptroller

Approved as to Form:

By: _____ Date: _____
 Michael P. May, City Attorney

SIGNATURES CONTINUED ON NEXT PAGE

FOR COUNTY OF DANE:

By: *Kathleen M. Falk* Date: 4-6-10
Kathleen M. Falk
County Executive

By: *Robert Ohlsen* Date: 4-7-10
Robert Ohlsen
County Clerk