



CITY OF PATASKALA

RESOLUTION 2022-044

Passed April 18, 2022

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT, FOR STORM WATER MANAGEMENT PROGRAM IMPLEMENTATION AND ANNUAL REPORTING SERVICES, WITH THE LICKING COUNTY SOIL AND WATER CONSERVATION DISTRICT

WHEREAS, the United States Environmental Protection Agency (USEPA) promulgated the National Pollution Discharge Elimination System (NPDES) Phase II storm water regulations on December 9, 1999, mandated by the 1987 amendments to the Clean Water Act, and

WHEREAS, as part of the NPDES Phase II storm water rules, USEPA defined municipal separate storm sewer systems (MS4) as "a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) owned or operated by a State, city, town, borough, county, parish, district, association or other public body...or a designated and approved management agency under section 208 of the Clean Water Act; (ii) designed or used for collecting or conveying storm water; (iii) which is not a combined sewer; and (iv) which is not part of a publicly owned treatment works as defined at 40 CFR 122"; and

WHEREAS, the City of Pataskala is an entity that owns or operates a MS4 that requires it to submit an annual report no later than April 1 of each year; and

WHEREAS, NPDES Phase II Storm Water Rules also require the development, implementation, and enforcement of a Storm Water Management Program. In years past, the City's contract engineers have provided this service; and

WHEREAS, in recent conversations with the Licking County Soil and Water Conservation District, the administration learned the District could perform these services timely and at a reduces rate than that of the City's contract engineers; and

WHEREAS, Council for the City of Pataskala now wants to enter into an Agreement with the Licking County Soil and Water Conservation District.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF MEMBERS PRESENT CONCURRING THAT:

Section 1: The City Administrator is hereby authorized and directed to execute an agreement, in substantially the same form and content as the agreement attached hereto as Exhibit A and incorporated herein by reference, with Licking County Soil and Water Conservation District.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision-making bodies of the City of Pataskala which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

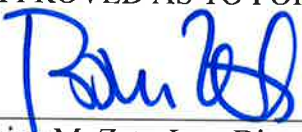
Section 3: This Resolution shall take effect at the earliest time allowed by the Charter of the City of Pataskala.

ATTEST:


Kathy M. Hoskinson, Clerk


Michael W. Compton, Mayor

APPROVED AS TO FORM:


Brian M. Zets, Law Director

**Agreement for
Storm Water Management Program Implementation and Annual Reporting
Services Between
Licking County Soil and Water Conservation
District And
City of Pataskala**

This agreement between Licking County Soil and Water Conservation District (hereinafter referred to as "DISTRICT"), and pursuant to Resolution 2022-_____ passed and adopted by the City of Pataskala on the _____ day of _____, 2022, (hereinafter referred to as "CITY"), is hereby made and entered into on the date last executed below ("Effective Date").

Whereas, the United States Environmental Protection Agency ("USEPA") promulgated the National Pollution Discharge Elimination System ("NPDES") Phase II storm water regulations on December 9, 1999, mandated by the 1987 amendments to the Clean Water Act, and

Whereas, as part of the NPDES Phase II storm water rules, USEPA defined municipal separate storm sewer systems ("MS4"s) as "a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) owned or operated by a State, city, town, borough, county, parish, district, association or other public body...or a designated and approved management agency under section 208 of the Clean Water Act; (ii) designed or used for collecting or conveying storm water; (iii) which is not a combined sewer; and (iv) which is not part of a publicly owned treatment works as defined at 40 CFR 122," and

Whereas, the Ohio Environmental Protections Agency ("OEPA") is the designated agency for the implementation of the NPDES Phase II storm water program in the State of Ohio, and

Whereas, the City of Pataskala, Licking County, Ohio, has been identified as an entity that owns or operates a MS4 that requires the CITY to submit an annual report no later than April 1 of each year, and

Whereas, the NPDES Phase II storm water rules require the development, implementation, and enforcement of a Storm Water Management Program ("SWMP"), and

Whereas, CITY desires to comply with the NPDES Phase II storm water regulations, and

Whereas, CITY agrees the Urbanized Areas as determined by the US Census will be a part of the NPDES Phase II SWMP, and

Now, therefore, DISTRICT and CITY, agree that:

Section 1: General Agreement, Guidelines

CITY and DISTRICT agree this agreement references NPDES Phase II for storm water as defined in NPDES Permit No.: OHQ000004

Section 2: General Requirements of District

DISTRICT will provide the services outlined in Exhibit A.

Section 3: General Requirements of City

CITY will provide the services outlined in Exhibit B

Section 4: Compensation

CITY shall compensate DISTRICT \$50.00 per hour for any services provided under this Agreement. DISTRICT shall invoice CITY quarterly for all services rendered under this Agreement. However, notwithstanding anything stated herein to the contrary, DISTRICT shall not be entitled to be paid, and will not be paid, more than \$5,000.00 for all services provided under this Agreement in any calendar year.

1. DISTRICT shall maintain a detailed record of its time expended under this Agreement, and CITY may request a copy of this record at any time.

If CITY requires services beyond the scope of this Agreement, additional "service agreements" may be entered into by DISTRICT and CITY for other projects related to further implementing the SWMP, drainage and erosion concerns, and inspections. DISTRICT will work with CITY to determine the number of service hours and appropriate budget needed for any additional agreements and new permits for future NPDES Phase II storm water programs.

Section 5: Mutual Agreement

It is mutually agreed by DISTRICT and CITY:

1. DISTRICT is a conservation technical and education service agency and therefore, is not granted regulatory authority by the Ohio Revised Code.
2. The working relationship is defined to include a line of communication with appropriate departments.
3. CITY and DISTRICT will meet when necessary to review and coordinate activities and programs with the objective of developing a multi-discipline approach to resource management.
4. The standards and specification developed by CITY shall be the primary source of information in the planning and application of conservation measures within CITY.
5. DISTRICT expressly understands and agrees this Agreement constitutes only a contract for independently provided services and not a contract of employment. DISTRICT shall be solely responsible for, and shall have sole control over, the means, methods, techniques, equipment, and procedures for performance of the services hereunder. Neither DISTRICT nor any of its employees, is eligible for fringe benefits or health insurance coverage offered by CITY. DISTRICT shall work as an independent contractor and be solely responsible for compliance

with all federal, state, and local laws concerning withholding, estimation, and payment of taxes in connection with any and all income or benefits earned under this Agreement

6. CITY and DISTRICT will work diligently and cooperatively in complying with the applicable regulations, rules, standards, and specifications that are granted to CITY by the Ohio Constitution, the Ohio Revised Code, the Ohio Administrative Code, and CITY regulations and resolutions.
7. CITY and DISTRICT will review quality of service and address concerns as they arise.
8. Credit will be given jointly to DISTRICT and CITY in natural resources/NPDES Phase II storm water related publications prior to publication.

Section 6: Term Renewal

This agreement shall take effective on the Effective Date and will remain in effect until March 31, 2026 (the anticipated life of the NPDES Permit No.: OHQ000004).

Section 7: Termination

CITY or DISTRICT may terminate this Agreement at any time for any reason upon sixty (60) days' written notice.

Section 8: Enforceability

If any portion of the agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force, or effect of any other portion of this agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.

Section 9: Binding Effect

Both parties, their successors and assigns, have bound themselves to this agreement. Neither party shall be permitted to assign, sublet, or transfer any part of its interest in this agreement without the prior written consent of the other party.

Section 10: Waiver of Breach

The waiver of either party of a breach or violation of any provision of the agreement shall not operate or be constructed to be a waiver of any subsequent breach thereof.

Section 11: Entire Agreement. Modification

This agreement contains the entire agreement of the parties. It may be modified only by a written agreement signed by both parties.

Section 12: Notice

Notice of cancellation of the agreement pursuant to the Notice of Termination specified in Section 7 shall be delivered via certified mail. All other notices required to be given under this agreement shall be delivered by regular mail.

Notices shall be deemed to have been given to each party if provided as follows:

If to CITY:

City of Pataskala
Tim Hickin,
City Administrator
621 W. Broad Street
Pataskala, Ohio 43062

If to DISTRICT

Licking County Soil and Water Conservation
District Program Administrator
771 East Main St., Suite 100
Newark, Ohio 43055

Section 13: Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The Parties further agree that facsimile signatures and signatures provided electronically in .pdf format by the Parties shall be binding to the same extent as original signatures.

Nothing contained in this agreement shall be construed so as to limit the authority of this CITY or this DISTRICT under Ohio law.

[Signatures Appear on the Next Page]

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

CITY
CITY OF PATASKALA

Signature

Date

DISTRICT
LICKING COUNTY SOIL AND WATER CONSERVATION DISTRICT

Signature

Date

Approved as to form:

Brian M. Zets
City of Pataskala Law Director

Licking County Assistant Prosecuting
Attorney

CERTIFICATE OF AVAILABLE FUNDS

I certify that the money required to meet this contract has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code § 5705.01 to § 5705.47.

Date

Jamie Nicholson, Finance Director

Exhibit A
to
Agreement for Public Education, Outreach, Involvement, and Participation Concerning
Effects of Storm-Water Drainage

Licking County Soil & Water Conservation District Responsibilities

Licking County Soil and Water Conservation District ("LCSWCD") will perform the following tasks on behalf of the City of Pataskala Ohio ("City") in order for the City to fulfill its obligation under Ohio EPA NPDES Permit No.: OHQ000004.

MCM 1 Public Education & Outreach

The LCSWCD shall provide a public education program to distribute educational materials to citizens of the City utilizing the following methods of communication:

1. LCSWCD Non-Personal Media (Examples include and are not limited to monthly e-blasts, quarterly newsletters (print and electronic), LCSWCD website, Facebook, informational brochures, traditional mailings)
2. The LCSWCD shall conduct equivalent outreach activities about the impacts of storm water discharges on water bodies and the steps that the public can take to reduce pollutants in storm water runoff utilizing the following method of outreach:
 - a. LCSWCD Storm Water Displays/Presentations (Examples include participation in community events, hosting storm water related workshops, using tabletop models).
3. Community Events – The LCSWCD shall provide education opportunities to the citizens of Pataskala about the impacts that home owner/business owner activities have on storm water. The LCSWCD shall attend or host at least one community event each year. The City and the LCSWCD shall coordinate with each other annually to establish which community events the LCSWCD will attend or host. The interim milestone for this measurable goal is for the LCSWCD to attend or host at a minimum one event per year for the duration of this contract.

Performance Standards

The storm water Public Education and Outreach Program shall include more than one mechanism and target at least five different storm water themes or messages over the permit term. At a minimum, at least one theme or message shall be targeted to the development community. The storm water public education and outreach program shall reach at least 50 percent of the population over the permit term.

The LCSWCD will be responsible for developing at least (5) different storm water themes or messages throughout the duration of this permit. At a minimum, one of the themes must target the development community. The LCSWCD must work with the City to meet the requirement of reaching at least 50% of the City's population over the permit term.

The following (5) themes or messages will be addressed by the LCSWCD. ****NOTE- updated to current SWMP for Pataskala****

1. Increase awareness and understanding of nutrient pollution and how to minimize it in stormwater.
2. Increase awareness and understanding of organic pollution and how to minimize it in stormwater.
3. Increase awareness and understanding of toxic pollution and how to minimize it in stormwater.
4. Increase awareness and understanding of sediment pollution and how to minimize it in stormwater.
5. For the development community, increase awareness of sediment and nutrient loss from construction and development operations.

Annual Reporting

The City's Ohio EPA NPDES permit requires an annual report that identifies each mechanism used, including each storm water theme, each audience targeted and an estimate of how many people were reached by each mechanism. The report will be provided to the City of Pataskala to file the Annual Report by February 15th each year.

The LCSWCD shall be responsible for tracking the following throughout each year.

1. Identifying each mechanism used;
2. Identifying each theme or message delivered;
3. Identifying each audience targeted; and
4. Estimating the # of people reached via each mechanism.

MCM 2 Public Involvement/Participation

1. The LCSWCD shall be responsible for implementing the following Public Involvement & Education Programs and Events.
 - a. River Roundup (River Clean-Up event held during the summer/fall months)
 - b. Storm Water Display (Traveling storm water models to appear at events within city)
 - c. Public Programs (Various conservation programs held by the LCSWCD in the community)
 - d. Promotion of Community Collection Days (Various community wide collection days for trash, recyclables, tires, etc.)

Performance Standards

1. River Round Up – Encouraging citizens to clean up the waterways and their embankments within the city limits shall be the responsibility of the City and the LCSWCD. The City and the LCSWCD shall coordinate with each other on an annual basis to ensure that the citizens of Pataskala are able to participate in the River Round Up event. The measurable goal that LCSWCD will be responsible for are:
 - a. Recruit 10 participants and invite local leaders and the media to the River Round Up preview event on an annual basis. (August – September) (City and LCSWCD)
 - b. Reach the Schools in the City via email in the first year to invite them to participate in the River Roundup Poster Contest. (January) (LCSWCD)
 - c. Receive 10 new poster contest entries per year for the duration of this agreement.
2. Storm Water Display –LCSWCD shall be responsible for providing the public with an opportunity to learn about storm water in a non-formal setting. This will be made possible through the LCSWCD's regularly scheduled events as well as through any City sponsored events that the LCSWCD attends. The goal will be to establish at least 1 City sponsored event per year and for the LCSWCD to attend that event annually. We will attempt to ensure that one event is held every year beginning with the first year that this contract is in effect.
3. Public Programs/Workshops- The LCSWCD shall be responsible for providing hand-on public programming to residents of the Pataskala on topics related to storm water. Both parties shall work together to promote the various programs that are held throughout the county to the citizens of Pataskala utilizing non-personal media. The goal will be to host at least one event within the City limits within the first year of this contract being in place and then continue with at least one event per year after that.
4. Community Collection Days – The LCSWCD shall be responsible for advertising/promoting specific days and locations for community members to properly dispose of unwanted items such as tires, yard waste and hazardous waste materials. The goal will be for the LCSWCD to promote such events at least once every calendar year. The City and the LCSWCD shall work together to promote each community collection day.

Performance Standards

The Public Involvement and Participation program shall include, at a minimum, five public involvement activities over the term of the City's Ohio EPA NPDES permit.

The City and the LCSWCD shall be responsible for identifying which (5) public involvement activities are to be used over the term of the City's Ohio EPA NPDES permit. Public/Involvement activities may include, but are not limited to, the River Round Up, Stream Team Workshops, Rain Barrel Workshops, Waste Collection Days, etc.

Annual Reporting

The annual report must identify each public involvement/participation activity conducted, including a brief description of activity and include an estimate of how many people participated. The LCSWCD shall be responsible for providing the City with the information necessary to complete the annual report by February 15th of each year.

MCM 6 Pollution Prevention/Good Housekeeping

Developing and implementing a program with the goal of preventing or reducing pollutant runoff from municipal operations. The program must include municipal staff training on pollution prevention measures and techniques (e.g., regular street sweeping, reduction in the use of pesticides or street salt, or frequent catch-basin cleaning).

1. LCSWCD will be responsible for Good Housekeeping Training for City Employees – The LCSWCD shall be responsible for providing annual NPDES storm water (Good Housekeeping) training to City employees who work for the Parks Department, Street Department, Water Department, Water Distribution Department and Zoning Department. The training sessions shall target Pollution Prevention at Municipal Facilities and while on the job.
2. The City and the LCSWCD shall coordinate with each other in order to establish the date, time and location of the training on an annual basis. The training of all necessary City employees shall be done no later than December 31st of each calendar year.
3. LCSWCD will provide training videos at no charge for any new hire or refresher courses for employees.
4. LCSWCD will provide support for the annual municipal building inspections required if within the incorporated area.

Performance Standards

The Pollution Prevention/Good Housekeeping training shall include in person or virtual trainings to meet OEPA standards over the term of the MOU.

LCSWCD will provide relevant trainings for the municipal staff identified by the City. Municipal facilities within the incorporated areas will have SWWWPs which includes inspection forms for the facilities. LCSWCD staff will walk through the inspection with the City's representative annually if requested.

Annual Reporting

The annual report must include the number of staff who attended training, topic and documentation of the training (sign in sheets and quiz results). The LCSWCD shall be responsible for providing the City with the information necessary to complete the annual report by February 15th of each year.

Exhibit B
to
Agreement for Public Education, Outreach, Involvement, and Participation Concerning
Effects of Storm-Water Drainage
City of CITY _____ responsibilities

City of CITY _____, Ohio ("City") will perform the following tasks to as the liaison with the community in order for the City to fulfill its obligation under Ohio EPA NPDES Permit No.: OHQ000004.

MCM 1 Public Education & Outreach:

1. Provide space at the administration building for brochures, newsletters and stormwater information provided by LCSWCD
2. Participate in social media promotion by following and sharing LCSWCD social media accounts for stormwater messaging, including LCSWCD website link on City's webpages.
3. The City and the LCSWCD shall coordinate with each other annually to establish which community events the LCSWCD will attend or host.
4. Complete the MCM 1 Public Education & Outreach section of the Annual Report with information provided by LCSWCD.

MCM 2 Public Involvement/Participation

1. The City will be required to cooperate and help promote the following programs and events to be successful.
 - a. River Roundup (River Clean-Up event held during the summer/fall months)
 - b. Storm Water Display (Traveling storm water models to appear at events within city)
 - c. Public Programs (Various conservation programs held by the LCSWCD in the community)
 - d. Promotion of Community Collection Days (Various community wide collection days for trash, recyclables, tires, etc.)
2. Complete the MCM 2 Public Involvement/Participation section of the Annual Report with information provided by LCSWCD.

MCM 6 Good Housekeeping and Pollution Prevention

1. The City and the LCSWCD shall coordinate with each other in order to establish the date, time and location of the training on an annual basis.
 - a. The City will provide space and/or virtual capabilities to accomplish good housekeeping training.
 - b. The City will be responsible for training any new employees throughout the year as part of their orientation and can borrow videos available through LCSWCD for no charge.
 - c. The City representative will be responsible for annual municipal building inspections with help from LCSWCD if requested.
2. Complete the MCM 6 Pollution Prevention and Good Housekeeping section of the Annual Report with information provided by LCSWCD.

