

ORDINANCE NO. 2009 - 39

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, NOT TO EXCEED \$25,000.00, WITH WARREN COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR THE INSPECTION SERVICES NECESSARY TO MEET THE NATIONAL POLLUTANT DISCHARGE ELIMINATION (NPDES) PHASE II REQUIREMENTS**

WHEREAS, the U.S. EPA issued its Phase II Storm Water Regulations on December 8, 1999, requiring Small Municipal Separate Storm Sewer Systems (MS4) within urbanized areas to apply for National Pollutant Discharge Elimination System (NPDES) permit coverage; and

WHEREAS, the Ohio EPA, as a delegated NPDES permitting authority, issued on December 27, 2002, the final NPDES general permit which authorizes discharges from regulated small MS4s; and

WHEREAS, the City of Mason must develop, implement and enforce Best Management Practices for all existing and proposed development as part of the Storm Water Management Program; and

WHEREAS, the Warren County Soil and Water District currently has a working agreement with the Ohio EPA and the Ohio Department of Natural Resources to complete inspections and has the ability to aid the City of Mason in meeting requirements to develop, implement and enforce Best Management Practices as part of the Storm Water Management Program.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio seven members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into an agreement with Warren County Soil and Water Conservation District for Best Management Practices inspection services on construction sites and post construction sites, and that the terms and conditions of such Agreement shall be as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

Section 2. The City Manager is hereby authorized and directed to secure the execution of the Agreement prepared by the Warren County Soil and Water Conservation District's Office.

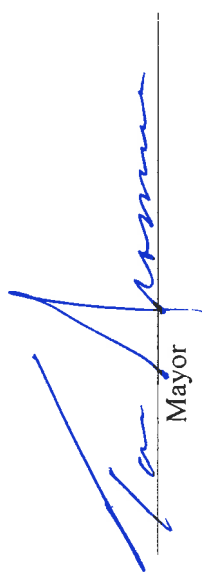
Section 3. That the Finance Director is hereby authorized to pay said Warren County Soil and Water Conservation District's Office an amount not to exceed \$25,000.00 for said inspection work.

Section 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 27<sup>th</sup> day of April, 2009.

Attest:

  
Clerk of Council

  
Mayor

## Memorandum of Understanding

Working Agreement between the Warren County Soil and Water Conservation District  
and  
the City of Mason

This Agreement, effective January 31, 2007 is made between the City of Mason, Hereinafter referred to as the City, and the Warren Co. Soil and Water Conservation District, hereinafter referred to as the District.

WITNESSETH:

WHEREAS, Phase 2 Stormwater Regulation requires the City to obtain a permit to discharge stormwater into streams of the state: and

WHEREAS, an on-going program to monitor active construction sites for erosion and sediment control is required, and

WHEREAS, an ongoing program to monitor post construction BMP's for water quality and continued function is required, and

WHEREAS, the parties to this agreement have a common goal to protect our rivers, lakes and streams from pollution by excess soil sediment and other pollutants, and

WHEREAS, the City has adopted ordinances for erosion and sediment control and post construction water quality practices, and

WHEREAS, the City may authorize the district to act on their behalf for inspecting for erosion and sediment control and inspection of storm water basins.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by the parties hereto as follows:

### I. THE DISTRICT WILL:

- (a) Inspect active construction sites on a regular basis for adherence to the City's ordinances for erosion and sediment control.
- (b) Notify the City when substantive changes need to be made to the erosion and sediment control plan due to field conditions or site difficulties.
- (c) Notify the owner or his representative in writing by certified mail if, upon inspection, it is determined that a violation has occurred. Included in the letter is to be a list of the violation(s) and items needing to be addressed in order to regain compliance, as well as a time frame (2 weeks) by which the violations must be remedied.
- (d) Refer all violations not remedied within the time allotted to the city for enforcement proceedings.
- (e) Inspect storm water basins and other storm water conveyance features, outside the road, right-of-way, on a bi-annual basis.
- (f) Inspect post construction water quality practices on an annual basis.
- (g) Maintain an inspection report on all basins and water quality BMP's and provide copies to the City.
- (h) Maintain a current data base of the parties responsible for maintenance of the basins and Water Quality BMP's and provide the information to the City.

- (i) Notify the responsible parties when, upon inspection, it is determined that maintenance is needed, including the nature of the maintenance and an appropriate time frame for completion.
- (j) Notify the City immediately of non-maintenance in cases where public safety is considered a major concern.
- (k) Services calls from the public for general advice on drainage issues on private property, seeking a cooperative resolution among neighbors and consulting with the City.
- (l) Follow all City policies for conduct when working within the City Corporate Limits on behalf of the City.

2. THE CITY WILL:

- (a) Provide a yearly appropriation, not to exceed \$25,000.00, to the District to carry out the provisions of this agreement. Cost of Living adjustments may be made without changing the agreement.
- (b) Provide two copies of approved construction drawings to the District for use in erosion and sediment control site inspection.
- (c) Assist the District with enforcement of non compliance.
- (d) Provide records of storm water basin appurtenances for District reference during annual or bi-annual inspections

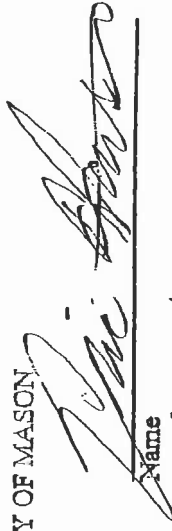
3. TERMINATION:

- (a) This agreement may be terminated at any time by mutual consent of the parties involved or may be terminated by either party by giving sixty (60) days notice in writing to the other.

IN WITNESS WHEREOF, this agreement executed on the day, month and year above written.

CITY OF MASON

By:



Name

City Manager

Title

11/9/07

Date

WARREN COUNTY SOIL AND WATER  
CONSERVATION DISTRICT

By:



Mark Steiner, Chairman

Date

Board of Supervisors

12-13-2006