

# RECORD OF RESOLUTIONS

Official Legal Blank for Form No. 35043

Resolution No. \_\_\_\_\_

Passed \_\_\_\_\_

20\_\_\_\_

CITY OF BELPRE  
RESOLUTION NO. 19 (2018-19)

**A RESOLUTION AUTHORIZING THE SAFETY-SERVICE  
DIRECTOR TO EXECUTE A CONTRACT WITH THE  
WASHINGTON SOIL AND WATER CONSERVATION DISTRICT**

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY  
OF BELPRE, OHIO, THAT:

**SECTION I**

The Safety-Service Director is hereby authorized to execute a contract with the Washington Soil and Water Conservation District, a copy of which is hereto attached as Exhibit A.

**SECTION II**

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare and safety of the City, and for the further reason that immediate approval of this contract is necessary to insure that the City continues to receive assistance from the District. Wherefore, this Resolution shall take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

PASSED: March 11, 2019

[Signature]  
PRESIDENT OF COUNCIL

ATTEST: [Signature]

PRESENTED TO MAYOR: 3/11/19

[Signature]  
MAYOR

APPROVED BY MAYOR: 3/11/19

**CLERK'S CERTIFICATION OF PUBLICATION**

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on March 11, 2019, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

Date

March 11, 2019

CLERK

[Signature]

**AGREEMENT**

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of March, 2019 by and between the City of Belpre, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio, whose principal place of business is 715 Park Drive, Belpre, Ohio, hereinafter referred to as the "CITY", and the Washington Soil and Water Conservation District, a soil and water conservation district organized and existing under the laws of the State of Ohio, whose principal place of business is 21330 SR 676 Ste. E., Marietta, Ohio, hereinafter referred to as the "DISTRICT".

WITNESSETH, that:

WHEREAS, the CITY requires assistance in the administration of its Storm Water Management Programs; and,

WHEREAS, the DISTRICT has the necessary resources to provide technical assistance to the CITY in the administration of its Storm Water Management Program which would be in keeping with its statutory powers and duties; and,

WHEREAS, the CITY and the DISTRICT desire to enter into a contractual relationship to formalize the terms and conditions upon which the DISTRICT shall render such technical assistance to the CITY;

NOW THEREFORE, the parties hereto agree in consideration of their mutual promises set forth herein, as follows:

I. The DISTRICT agrees to provide the following services:

A. **Public Education & Outreach Activities** as identified in the CITY's

Storm Water Management Program. This includes the following:

newspaper articles; educational programs; educational displays; web site updates; annual contractor/utility trainings.

B. **Public Participation/Involvement Activities** Document public cleanup activities associated with storm water runoff. Chair the CITY's Storm Water Task Force, set forth in the pertaining ordinance, holding periodic meetings when deemed necessary or called by the Task Force committee chair.

C. **Illicit Discharge Detection and Elimination** activities as identified in the CITY's Storm Water Management Program. This includes the following: Assist with storm drain map updates with City provided GPS application; Storm drain outfall dry weather screenings; Home Sewage Treatment System ( HSTS ) map updates; Priority area map updates with GIS application; Illicit discharge investigations with reports and draft letters of violation, citing the appropriate City of Belpre Codified Ordinance, to be forwarded to the Safety Service Director/Code Enforcement Officer to remediate problems and issue fines.

- D. **Construction Site Runoff Control and Post-Construction Runoff Control** activities as identified in the CITY's Storm Water Management Plan. This includes the following: review land development plans required by the Chapter 1337.01-1337.04 of the City of Belpre Codified Ordinances, and perform inspections as needed; assist with field verifications upon receipt of complaints and report findings to Safety Service Director; assist with updates to the City of Belpre Chapter 1337.01-1337.04 Land Development Ordinance as required by the Ohio EPA.
  
- E. **Post-Construction Runoff Control** activities as identified in the CITY's Storm Water Management Plan. This includes the following: assist with post-construction compliance with overseeing engineer.
  
- F. **Pollution Prevention/Good Housekeeping** activities as identified in the CITY's Storm Water Management Program. This includes the following: Updates to city department storm water operation and maintenance (O&M) programs; Annual storm water training for city departments; Periodic storm water inspections of city departments; Assistance with utilizing department Storm Water Operation Programs.
  
- G. **Industrial Storm Water** activities as needed by the CITY's Waste Water Treatment Plant (WWTP). This includes the following: Updates to the Department's Storm Water Operation & Maintenance Program; An annual

employee training; Assistance with water sampling and reporting procedures as they pertain to the WWTP's Industrial Storm Water Permit requirements.

H. **Storm Water Management Program** updates to meet the needs of the latest Ohio Environmental Protection Agency (OEPA) requirements and the requests of the Storm Water Task Force.

I. **Storm Water Reports** Document information pertaining to, and the preparation of, the CITY's annual storm water NPDES MS4 permit report as required by the Ohio EPA.

II. The CITY agrees to provide the following:

A. Assist DISTRICT personnel with services as described above.

B. Pay the DISTRICT in accordance with the following:

▪ 1/1/2019-12/31/2019 - \$16,807

The 1/1/2019-12/31/2019 payment is payable upon the execution of this Agreement.

III. The parties mutually agree as follows:

A. That this Agreement shall be for a term of 12 months, during the time frame of January 1, 2019, through December 31, 2019, provided,

however, that either party may cancel this Agreement by giving sixty days written notice of its intention to do so to the other party at the address more fully set forth above.

- B. That this Agreement constitutes the entire agreement of the parties with respect to the matters contained herein. No other agreement, statement, or promise made by either party which is not set forth herein shall be any legal effect whatsoever.
- C. That this Agreement may only be amended by a written amendment signed by both parties hereto.
- D. That if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired and invalidated.
- E. That this Agreement shall be interpreted according to the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties shall have hereunto set their respective hands and seals this 11<sup>th</sup> day of March 2019.

CITY OF BELPRE , OHIO

By: \_\_\_\_\_

Safety Service Director

WASHINGTON SOIL AND WATER CONSERVATION DISTRICT

By: \_\_\_\_\_

Chairman, Board of Supervisors

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