

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. _____

Passed _____, 20____

CITY OF BELPRE
RESOLUTION NO. 4 (2014-15)

**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 contract 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: February 10, 2014 _____
PRESIDENT OF COUNCIL

ATTEST: Kimberly Meredith

PRESENTED TO MAYOR: 2/10/14 _____
MAYOR

APPROVED BY MAYOR: 2/10/14

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on February 11 2014, 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).

February 11 2014
Date

Kimberly Meredith
CLERK

AGREEMENT

THIS AGREEMENT is made and entered into this 10 day of February, 2014 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. Provide **Public Education & Outreach Activities** and the **Public Participation/Involvement Activities** identified in the CITY's Storm Water Management Program. Provide Newspaper articles, Storm Drain Marker Maintenance, Education Programs and Educational Displays. Conduct Storm Water Task Force meetings with designated personal.
 - B. Provide the CITY personnel with assistance of completing Measurable Goals as described in the CITY'S Storm Water Management Program section titled **Illicit Discharge Detection and Elimination**. This includes maintenance of the CITY's storm water map and storm water outfall survey.
 - C. Provide the CITY personnel, with assistance of completing Measurable Goals as described in the CITY's Storm Water section titled **Construction Site Runoff Control and Post-Construction Runoff Control**. This includes training/awareness seminars for local contractors and public utilities.
 - D. Provide the CITY personnel, with assistance of completing Measurable Goals as described in the CITY's Storm Water Management Program section titled **Pollution Prevention/Good Housekeeping**. This includes annual trainings for appropriate CITY Departments, and providing updates

to individualized department Storm Water Operation and Maintenance programs.

- E. With assistance from CITY personnel, prepare information necessary to apply for additional Storm Water Permits for the CITY as required by the Ohio Environmental Protection Agency.
- F. Document information pertaining to, and the preparation of, the CITY's annual storm water report. In accordance to the CITY's current Ohio EPA NPDES MS4 storm water report.
- G. Provide assistance to CITY personnel with grant applications to the Clean Ohio Program, for the purchase of green space.

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:
 - 1/1/2014-12/31/2014 - \$15,375.00

The 1/1/2014-12/31/2014 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 1 year, during the time frame of January 1, 2014, through December 31, 2014, 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 _____ day of _____ 2014.

CITY OF BELPRE, OHIO

By: _____

Dave Ferguson

Safety Service Director

WASHINGTON SOIL AND WATER

CONSERVATION DISTRICT

By: _____

Chairman

Board of Supervisors