

## RESOLUTION 2023.02

### A RESOLUTION AUTHORIZING THE EXECUTION OF A WORKING AGREEMENT WITH THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT.

**WHEREAS**, since 2016 the Delaware Soil and Water Conservation District (“DSWCD”) has consistently partnered with the City of Sunbury to identify, develop, and improve stormwater management practices within the corporate limits; and

**WHEREAS**, DSWCD will again provide a variety of storm water educational programs, materials, workshops, training, and other services in support of the City’s Stormwater Management Plan (“SWMP”); and

**WHEREAS**, many of the services provided by the DSWCD are commitments the City has made in its SWMP to the Ohio Environmental Protection Agency as a requirement for maintaining a national pollutant discharge elimination system permit that enables future growth in the community.

**NOW, THEREFORE, BE IT RESOLVED** by the Council for the City of Sunbury, Delaware County, State of Ohio as follows:

**SECTION I:** Council hereby authorizes the City Administrator to enter into a working agreement with the DSWCD, which is attached hereto as Exhibit “A” and incorporated herein by reference.

**SECTION II:** Council further authorizes the City Administrator to execute a working agreement with the DSWCD, and any other necessary documents consistent with the purposes of this legislation provided that the working agreement with the DSWCD shall contain substantially the same terms contained in the working agreement with the DSWCD attached hereto as Exhibit “A” and presented to this Council, with such changes not inconsistent with this Resolution as shall be agreed to by the City Administrator, the Director of Law, and the Director of Finance constituting conclusive evidence of such approval.

**SECTION III:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public, and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**WHEREFORE**, pursuant to Section 4.07 of the Charter of the City of Sunbury, this Resolution shall be in effect immediately after its passage.

**VOTE ON SUSPENSION OF THE RULES**

**YEAS**

**NAYS**

\_\_\_\_\_

\_\_\_\_\_

**VOTE ON RESOLUTION 2023.02**

**YEAS**

**NAYS**

\_\_\_\_\_

\_\_\_\_\_

**PASSED:** \_\_\_\_\_

\_\_\_\_\_  
**Joseph St. John, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Amber Swain, Clerk of Council**

**CERTIFICATION**

I hereby certify on this \_\_\_ day of \_\_\_\_\_, 2023, that the foregoing is a true and accurate copy of the Resolution passed at the meeting held on \_\_\_\_\_, 2023, of the City of Sunbury, County of Delaware, State of Ohio.

\_\_\_\_\_  
**Amber Swain, Clerk of Council**

**WORKING AGREEMENT BETWEEN THE DELAWARE SOIL AND WATER  
CONSERVATION DISTRICT AND THE CITY OF SUNBURY**

This working agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 and becomes effective on January 1, 2023 and continues through December 31, 2023. The agreement is subject to the limitations of authorities, resources and policies of the Delaware Soil and Water Conservation District (SWCD) and the City of Sunbury.

For ease of understanding, this agreement is arranged according to the order of the Six Minimum Controls for the National Pollutant Discharge Elimination System (NPDES) Phase II for Storm Water as defined with the Ohio Administrative Code 3745-39-04 (B)(1) through (6).

**Delaware SWCD will provide the following services:**

**Minimum Control Measure No. 1: Public Education/Outreach**

1. The Delaware SWCD and the City of Sunbury will meet to identify specific events where the Delaware SWCD will be present to disseminate NPDES Phase II related information to the general public. For the time period addressed as part of this Agreement, **one (1)** event will be assumed.
  - (a) The SWCD shall provide, at a minimum, a dedicated booth or area at the event, staffed by a minimum of one (1) person knowledgeable in the materials presented throughout the event's hours, unless otherwise agreed-to by the City.
  - (b) The SWCD shall track the number of event attendees that visit said booth. The SWCD shall identify general age groups to ensure that we are reaching our target audience.
  - (c) The SWCD shall include a display of City-specific brochures at the event booth.
2. The SWCD shall provide **quarterly** articles and/or graphics for City publications. in Each article/graphic will cover a single topic relative to the City's stormwater program.
3. The SWCD will allow the City to have an established link on its website to the SWCD website.
4. The SWCD shall maintain and provide to the City updated brochures for the use and distribution by the City, at the City's discretion. The brochure will include the City's logo if provided.
5. The SWCD shall develop a training session for employees, which will be coordinated with City Administrator.

6. The SWCD shall use various themes and messages throughout their education materials that will address stormwater pollution prevention and improving water quality by targeting pollutants addressed in the current NPDES Phase II Permit.
7. The SWCD shall provide an annual report of all educational activities to the City.

#### **Minimum Control Measure No. 2: Public Participation**

1. Upon request by the City or a landowner within the City, the SWCD shall perform on-site inventory and evaluation of soils, drainage, erosion and sedimentation, stream bank erosion, and soil stabilization concerns for residents within the incorporated limits of the City of Sunbury.
  - (a) The SWCD shall make technical recommendations and comments to landowners, providing a copy of the same to the City for its records.
  - (b) The SWCD shall track the number and location of individuals requesting this service.
2. The SWCD shall assist the City in the coordination of a storm drain marking program. The City will be responsible for the purchase of drain marking materials.
3. The SWCD shall conduct an annual conservation workshop for Sunbury residents. The workshop shall be planned and coordinated with the City Administrator.
4. The SWCD shall provide an annual report of all participation activities to the City.

#### **Minimum Control Measure No. 3: Illicit Discharge**

Not applicable

#### **Minimum Control Measure No. 4: Construction**

1. The SWCD shall partner with the City to educate the development community on stormwater best management practices.

#### **Minimum Control Measure No. 5: Post-Construction**

Not applicable

#### **Minimum Control Measure No. 6: Good Housekeeping/Pollution Prevention**

1. The SWCD shall inform the City of upcoming training sessions, seminars and classes available to employees, staff and/or City-retained consultants relative to NPDES Phase II topics, such as, but not limited to: erosion and sedimentation control, storm routing, public education, public outreach, stormwater system maintenance and best management practices.

2. The SWCD shall carry out a continued public information program relating to the wise use of natural resources and provide to the local government and its representatives information and education materials relating to the management of soil and water and related resources.
3. The SWCD shall assist the City with annual inspection for (1) public facility.

### **General**

1. The SWCD will work with the City to determine the number of service hours needed for the next year's agreement and develop a draft agreement for the next year. This coordination shall commence no later than December of the previous year.

### **The City will provide the following:**

1. The City has the opportunity to participate in the SWCD's annual planning process. Participation will include attending up to three meetings to discuss the success of various programs used by the City and the potential for additional utilization in the future.
2. The City shall maintain a link on its website to the SWCD website.

### **Compensation**

1. The City of Sunbury shall compensate the SWCD for its services provided to the City for MCMs 1, 2 and 6 in the amount of \$1 per resident, based on Delaware Regional Planning Commission's 2023 population estimate for the City which is 7,058. Therefore, the fee for 2023 is \$7,058.
2. The compensation for 2024 will remain at \$1 per resident, per year, based on Delaware Regional Planning Commission's estimate for the City for each respective year. That amount will be determined by December of each previous year and made as an addendum to this agreement.
3. If additional services for MCM 3 commence, the cost can be added as an addendum to this agreement.
4. If services to be provided as part of this Agreement exceed the estimated service hours for MCMs 1, 2, 4, and 6, additional services provided will be charged at \$40.00/ hour to the 2023 grant agreement.

### **Reporting**

1. A record of time and efforts provided will be maintained by the SWCD. An annual report shall be provided to the City Administrator that will include:
  - Total grant amount
  - Activities completed in that year

**It is Mutually Agreed:**

1. That the SWCD is a conservation, technical, and education service agency and therefore is not granted regulatory authority in the Ohio Revised Code.
2. That the working relationship is defined to include lines of communication with appropriate departments.
3. That the City and the SWCD will meet when necessary to review and coordinate activities and programs with the aim of developing a multi-disciplinary approach to resource management.
4. That all parties will review quality of service and address concerns as they arise.
5. That credit will be given jointly to the SWCD and the City in natural resource/ NPDES Phase II related publications.
6. That this working agreement may be amended or terminated at any time by mutual consent of both parties, or the agreement may be terminated by either party giving sixty (60) days' notice in writing to the other. Upon termination, the SWCD shall refund the portion of funds not used through the termination date to the City of Sunbury.

**SIGNATURES**

The below signatures certify consent on the above agreement.

DELAWARE SOIL AND WATER CONSERVATION DISTRICT

---

Signature	Title	Date
-----------	-------	------

CITY OF SUNBURY

---

Steve Pyles	City Administrator	Date
-------------	--------------------	------