

**2025 CONTRACT FOR SERVICES**  
**Between**  
**ALLEN SOIL AND WATER CONSERVATION DISTRICT**  
**And**  
**CITY OF LIMA**

**Regarding**  
**SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM**

This agreement is entered into and becomes effective on the date of the last signature. The agreement is subject to the limitations of authorities, resources, and policies of the Allen Soil and Water Conservation District (SWCD) and the City of Lima (City).

For ease of understanding, this agreement is arranged according to the order of the Six Minimum Control Measures for the National Pollutant Discharge Elimination System (NPDES) Phase II for Storm Water as defined with the Ohio Administrative Code 3745-39-03 (B)(1) through (6). The activities outlined herein represent requirements of the City's MS4 Storm Water Management Plan (SWMP).

**Allen SWCD will provide the following services for the City:**

**General Activities:**

1. The SWCD will maintain and provide all necessary information related to its services as documentation for the preparation of the City's annual MS4 report to Ohio EPA. This activity also includes time spent in contract renewal and revision. The SWCD will provide 140 (one hundred forty) staff hours to this endeavor. A record of time, activities, and costs associated with this contract will be maintained by the SWCD and provided to the City at the end of the year, or otherwise upon its request.

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

1. The SWCD will provide 140 (one hundred forty) staff hours in conducting stormwater education in the local school systems within grades K-12 and with other K-12 audiences. The SWCD will incorporate, at a minimum, 3 (three) SWMP themes through interactive lessons, watershed models, and other appropriate learning mechanisms. Applicable themes are listed in Table 1 of the 2022 City of Lima Storm Water Management Program Plan (SWMP). Local school systems refer to public, private, parochial, charter, and home school networks within the City of Lima.
2. The SWCD will provide 40 (forty) staff hours in completing and distributing two (2) newsletters, spring and fall, for distribution by direct mail. The SWCD will incorporate, at a minimum, 5 (five) SWMP themes between both newsletter mailings and shall coordinate with the City's Stormwater Engineer prior to printing and mailing newsletters.
3. The SWCD will provide 60 (sixty) staff hours in updating and posting content for the City's stormwater management webpage. The SWCD will incorporate, at a minimum, 5 (five) SWMP themes through information provided to the public on its websites and social media platforms.
4. The SWCD will provide 120 (one hundred twenty) staff hours in adult public outreach programs in the MS4. These programs include partnerships with local organizations related to water quality and best management practices. The SWCD will incorporate, at a minimum, 3 (three) SWMP themes through interactive lessons, watershed models, and other appropriate learning mechanisms.
5. The SWCD will provide 80 (eighty) staff hours to recognize and showcase individuals, organizations, and/or businesses for adopting urban stormwater BMPs specific to their operation. Certifying up to three individuals, organizations, and/or businesses as Stormwater Superstars is the goal. Selection of these

groups shall be coordinated with the City Stormwater Engineer. The SWCD will announce the winners at the Allen County Chamber of Commerce Real American Sunrise event in March and promote these awardees through webpages, social media, news releases, and other means of advertisement.

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

1. The SWCD will provide 100 (one hundred) staff hours toward the promotion, organization, and facilitation of the Ottawa River Cleanup and other stream cleanup events within the City of Lima MS4. 100 participants in stream cleanup events is the goal for 2025.
2. The SWCD will provide 80 (eighty) staff hours to facilitate and promote the Adopt-A-Roadway program within the City of Lima MS4. 400 total participants and 2 roadway adoptions is the goal for 2025.
3. The SWCD will provide 300 (three hundred) staff hours in promoting and conducting the storm drain assessment program. SWCD will oversee the collection of data at a minimum of 300 (three hundred) storm drains. In the process, storm drain markers will be added to storm drains that are lacking that marking. Informational door hangers focusing on stormwater themes, including the stormwater theme of E. coli pollutant reduction, will be distributed to all residences and businesses in the vicinity of the 300 (three hundred) drains with the distribution goal being at least 500 (five hundred). In conjunction with drain marking, SWCD will collect specific information at each catch basin location which is beneficial for GIS mapping and maintenance of the system. Sites will be GPS-located by the SWCD and that information provided to the City electronically and in hard copy.
4. The SWCD will provide 60 (sixty) staff hours administering a rain barrel promotion and purchase rebate program. Rebates will be issued in the amount of \$60 (sixty dollars) per valid utility customer. Rebates will be limited to two/year/household. Customers are able to apply for rebates in multiple years as long as the purchases are new and consistent with the year/season of installation. The process requires that SWCD inspects the site to confirm proper installation and functionality of the collected system. Issuing 10 rain barrel rebates is the goal for 2025.
5. The SWCD will provide 110 (two hundred ten) staff hours to conduct a tree rebate program. The goal is to emphasize green practices by planting trees and raising awareness about green landscapes and their positive impacts on water quality and stormwater runoff. The rebate will be limited to two (2) trees per eligible parcel. Staff hours will include SWCD staff member representation serving on the Urban Forest Council. Summer intern support will be provided for pruning and other basic tree care tasks as defined by the City. Issuing 10 tree rebates is the goal for 2025.
6. In response to community member concerns, the SWCD will provide 80 (eighty) staff hours in completing water quality improvement work on public ponds, waterways and designated wetlands. The SWCD will perform chemical and mechanical pond work on Bear Pit, Cemetery, and Lady Finger ponds within the Lima Parks system.

#### **Minimum Control Measure No. 3: Elimination of Illicit Discharges**

1. The SWCD will provide 220 (two hundred and twenty) staff hours to monitor stream outfalls in dry weather. Outfalls will be GPS-located and documented by the SWCD. Electronic and paper copies of all outfall documentation shall be provided to the City.
2. The SWCD will provide 80 (eighty) staff hours in representing and assisting the City residents through the coordination of drainage improvement projects in areas that have been identified to have an adverse physical, economical, safety, or environmental effect on the residents. Additionally, possible employee training opportunities to expand stormwater knowledge pertaining to draining throughout the city. Example projects that have been identified include Catalpa and Holmes Street Reconstruction project, Downtown Streetscape Renovation Phase 2 – Central Avenue, and assisting Lima Utilities Department in the remediation of Combined Sewer Overflows. Evaluations of the tributary areas, existing drainage systems, and potential solutions will be conducted.
3. The SWCD will provide a total of 8 (eight) staff hours in supporting the purchase of impervious program software for the City of Lima Engineering/Stormwater Division.

**Minimum Control Measure No. 4: Construction Site Stormwater Runoff Ordinance**

1. The SWCD will provide 0 (zero) staff hours in education of the development community regarding compliance with the City's Stormwater and Sediment Control Ordinance. The goal has been met, where the SWCD will conduct at least one workshop for local developers, designers and contractors that will offer continuing education credit per permit term. This workshop may be conducted by an outside consulting/engineering firm and/or Ohio EPA. (This MCM is maintained as a placeholder for future years)
2. The SWCD will provide 380 (two hundred eighty) staff hours in construction site inspection and associated record keeping and communications. SWCD will continue a subscription with SWPPPTrack software/application for uniformly and efficiently tracking and sharing information and reports in real-time. Both the SWCD and City will continue to support a new contract with SWPPPTrack for the current year and the one subsequent year.

**Minimum Control Measure No. 5: Post-Construction Stormwater Management Ordinance**

1. The SWCD will provide 100 (one hundred) staff hours in conducting annual operation and maintenance assessments and associated record keeping and communications with the water quality BMPs installed per EPA requirements and approved under the stormwater credit program. Additionally, an operation and maintenance document for each site will be considered, as well as changes to the Ordinance regarding access and easements.

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

1. The SWCD will provide 100 (one hundred) staff hours to conduct SWP3 implementation training with the staff members of Central Services, Utility Field Services, Water Department, Wastewater Department, Fire Department, and Parks/Recreation/Forestry. The training presentation will also include stormwater themes of IDDE and E. coli and will use products such as DVD-based training. Work will also include prompting and follow-through with all departments to complete their annual checklist and update their SWP3 documents as needed.

<b>2025 Summary of Staff Hours and Operating Expenses</b>				
MCM	Activity Description	Additional Notes	Staff Hours	Program Expenses
G.1	Annual report prep and contract communications		140	\$ -
1.1	K-12 education		140	\$ 1,000.00
1.2	Newsletters & brochures	Printing & mailing	40	\$ 12,000.00
1.3	Website and social media updates		60	\$ -
1.4	Adult education		120	\$ 1,000.00
1.5	Stormwater superstars recognition		80	\$ 2,000.00
2.1	Stream cleanup		100	\$ 1,000.00
2.2	Adopt-A-Roadway		80	\$ 1,000.00
2.3	Storm drain data collection and marking	Performed by summer interns	300	\$ 500.00
2.4	Rain barrel rebate program		60	\$ 1,500.00
2.5	Tree rebate program		110	\$ 15,000.00
2.6	Pond water quality improvements		80	\$ 15,000.00
3.1	Dry weather outfall assessments		220	\$ 1,000.00
3.2	Drainage improvement projects		80	\$ 200,000.00
3.3	Various equipment and software		8	\$ 2,500.00
4.1	Construction stormwater workshop	Required only once per permit term	0	\$ -
4.2	Construction inspections	SWPPPTrack subscription	380	\$ 8,000.00
5.1	Post-construction inspections		100	\$ 1,500.00
6.1	Annual department training		100	\$ 1,000.00
<b>TOTALS</b>			<b>2198</b>	<b>\$ 264,000.00</b>

The SWCD retains the flexibility to adjust allocating funds as necessary. 2025 total operating funds includes approximately 431,636.93 in residual funds rolled over from the 2024 contract. The goal for 2025 is for the City to spend at least \$200,000.00 of these residual funds.

**Compensation:**

1. The City shall compensate the SWCD in the form of an annual grant.
2. The amount of the grant is \$109,252.00 and represents:
  - a. \$52,752.00 in salary and benefits for 2,198 staff hours, including \$7,500 in vehicle support (plus state matching funds if made available)
  - b. \$49,000.00 in operating and contractual expenses (plus state matching funds if made available)
3. The City will pay the full amount of the grant to the SWCD prior to April 25, 2025.
4. The SWCD will report the grant to the Ohio Dept. of Agriculture, Division of Soil and Water Conservation annually in order that all applicable and available state matching funds are secured/captured. At the time this agreement was made, Allen SWCD was anticipating 70% in state matching funds to be received beginning in August 2025 which would calculate to \$76,476.40 (\$38,238.20 applied to salary/benefits/vehicle support, and \$38,238.20 applied to operating and contractual expenses).
5. At the end of the year, Allen SWCD will credit any unused operating funds to the City, along with a report detailing time and operating expenditures.

**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 City and the SWCD will communicate and meet when necessary to review, adjust, and coordinate activities and programs with the aim of fully executing the agreement.
3. That both parties will review quality of service and address concerns as they arise.
4. That this working agreement may be amended or terminated at any time by mutual consent of both parties, or that the agreement may be terminated by either party giving a sixty-day (60) notice in writing to the other. Upon termination, the SWCD shall refund that portion of the grant not used through the termination date to the City.

**Signatures:**

The signatures below certify consent on the above agreement.

City of Lima, Ohio  
50 Town Square  
Lima, OH 45801

Allen Soil and Water Conservation District  
1870 Slabtown Road  
Lima, OH 45801

\_\_\_\_\_  
Sharetta Smith, Mayor

\_\_\_\_\_  
Robert L. Hutchinson, Chairman

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Anthony L. Geiger, Law Director  
Ordinance \_\_\_\_\_