

**CITY OF PAPIILLION
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 5, 2019 AGENDA**

Subject:	Type:	Submitted By:
Approve Resolution No. R19-0017- Memorandum of Understanding between City of Papillion and Sarpy County for National Pollutant Discharge Elimination System (NPDES) Permits Illicit Discharge	Resolution <i>R19-0017</i>	Jeffrey L. Thompson City Engineer

SYNOPSIS:

This resolution, if approved, will establish a formal understanding and agreement which will clearly identify the control of illicit discharges into Sarpy County's municipal storm sewer system within City of Papillion's extraterritorial jurisdiction (ETJ).

FISCAL IMPACT:

None.

RECOMMENDATION:

Approval

BACKGROUND:

The permits issued by the Nebraska Department of Environmental Quality (NDEQ) and 40 C.F.R. § 122.26(d) (2) (i) require City of Papillion and Sarpy County to prohibit certain discharges into their storm sewer systems to ensure that certain discharges do not cause violations of their permits or state water quality standards. These discharges are "illicit discharges" for the purposes of this memorandum.

ATTACHMENTS:

- | | |
|--------------------------------|---------|
| 1. Resolution No. R19-0017 | 1 Page |
| 2. Memorandum of Understanding | 3 Pages |

RESOLUTION NO. R19-0017

BE IT RESOLVED by the Mayor and City Council of the City of Papillion that the Memorandum of Understanding between City of Papillion and Sarpy County for the Control of Illicit Discharge into Sarpy County Municipal Storm Sewer Systems within the City of Papillion's ETJ is hereby approved contingent upon full execution by all the named parties.

PASSED AND APPROVED THIS __ DAY OF _____, 2019.

CITY OF PAPIILLION

David P. Black, Mayor

ATTEST:

Nicole Brown
City Clerk

(SEAL)

MEMORANDUM OF UNDERSTANDING BETWEEN

CITY OF PAPIILLION

AND

SARPY COUNTY, NEBRASKA

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by the City of Papillion, Nebraska and Sarpy County, Nebraska for the City of Papillion's Department of Public Works, (hereinafter referred to as CITY) and Sarpy County's Department of Public Works, (hereinafter referred to as COUNTY) to coordinate their efforts to comply with their National Pollutant Discharge Elimination System (NPDES) Permits (permits):

- NPDES Permit No. NER 210003, CITY
- NPDES Permit No. NER 210007, COUNTY,

in particular to control illicit discharges into the COUNTY municipal storm sewer system within CITY's extraterritorial jurisdiction (ETJ).

II. BACKGROUND

The permits issued by the Nebraska Department of Environmental Quality (NDEQ) and 40 C.F.R.

§ 122.26(d) (2) (i) require CITY and COUNTY to prohibit certain discharges into their storm sewer systems to ensure that certain discharges do not cause violations of their permits or state water quality standards. These discharges are "illicit discharges" for the purposes of this memorandum.

III. OBJECTIVES

- A. CITY and COUNTY want to comply with their permits.
- B. CITY and COUNTY want effective interagency cooperation.
- C. CITY and COUNTY want to be able to use the water pollution control enforcement authority in Chapter 206, City of Papillion's Municipal Code, to the extent applicable within the CITY's ETJ. The City of Papillion's Municipal Code in Section 201-I.C, states; "The provisions of this Chapter shall be applicable to all that property within the City's zoning jurisdiction." COUNTY will cooperate with CITY efforts to take any necessary enforcement action on illicit discharges to its storm sewer system in the CITY ETJ.
- D. CITY and COUNTY Public Works Departments shall be the initial points of contact to investigate illicit discharges. Outside of normal working hours for such Department, initial contacts will be handled by the appropriate dispatcher, who will in turn contact the Departments through the established procedures.

IV. RESPONSIBILITIES

- A. In the CITY's ETJ the CITY shall:
 1. Investigate and enforce against illicit discharges.
 2. Inform COUNTY of all complaints, investigations, and reports of alleged illicit

discharges.

3. Send to COUNTY copies of all informal notices of violation and other informal enforcement letters regarding illicit discharges.
 4. Coordinate with COUNTY before issuing formal notices of violation and orders against illicit discharges. The COUNTY shall be responsible to pursue formal notices, orders and assessment of penalties for illicit discharges occurring in County Road right-of-ways within the City's ETJ. The CITY shall be responsible to pursue formal notices, orders and assessment of penalties for illicit discharges occurring in right-of-ways other than County Roads or State Highways within the City's ETJ.
 5. Coordinate with COUNTY on whether the State should be requested to start a civil or criminal or other action against illicit discharges.
- B. In the CITY's ETJ the COUNTY shall:
1. Be diligent in investigating or assisting in investigating suspected illicit discharges in County Road right-of-ways in the CITY ETJ.
 2. Send to CITY copies of all informal notices of violation and other informal enforcement letters regarding illicit discharges in CITY's ETJ.
 3. Coordinate with CITY regarding formal notices of violation and orders against illicit discharges. See Item 4 in Paragraph A above.
 4. Coordinate with CITY on whether the State should be requested to start a civil or criminal or other action against illicit discharges.
 5. Provide a hearing officer as needed to hear and recommend decisions on contested cases arising from CITY administrative enforcement cases against illicit discharges.
- C. In the event authority to serve notices or orders, assess penalties, or seek or take legal or other action in this Article IV or elsewhere in this Agreement is contrary to any applicable laws or regulations, then the agency or person with proper legal authority shall pursue other measures allowed as appropriate.

V. OTHER PROVISIONS

- A. This MOU does not alter the statutory or other legal authority and responsibilities or the respective permit requirements under the NPDES of the NDEQ. The intent of this MOU is to form a basis by which the aforementioned goals and objectives can be carried out by each agency in a cooperative manner.
- B. This MOU does not create any additional operation or maintenance obligations for the COUNTY and CITY.
- C. The MOU does not obligate any funds from the COUNTY and CITY.
- D. The MOU parties agree to comply with the nondiscrimination provision of Title VI of the Civil Rights Act of 1964, including Section 504 of Title IX, the Age Discrimination Act of 1975, and other applicable nondiscrimination policies.
- E. The MOU may be amended or terminated at any time by mutual consent of the COUNTY or the CITY, or the MOU may be terminated by either agency alone by giving thirty (30) days written notice to the other agency.
- F. This MOU shall take effect upon signing by both the City of Papillion and Sarpy County.

IN WITNESS WHEREOF, the parties hereto having lawful authority, have caused this document to be executed by the proper officials as of the dates below indicated.

EXECUTED by the City of Papillion, Nebraska this _____ day of _____, 2019.

ATTEST:

Sarpy County Clerk

By _____
Chairman, Board of Commissioners

EXECUTED by the City of Papillion, Nebraska this _____ day of _____, 2019.

ATTEST:

City Clerk

By _____
Mayor of Papillion