IN THE BOARD OF COMMISSIONERS OF LANE COUNTY
STATE OF OREGON

ORDER NO. 11-11-30-11	)	ORDER/In the Matter of Approving an Intergovernmental Agreement with the City of Eugene for Cooperative Services regarding the National Pollutant Discharge Elimination System (NPDES) Phase II permit held by Lane County and authorizing the County Administrator to execute the Agreement.

WHEREAS, Lane County is a regulated Small Municipal Storm Sewer System (MS4) community as defined in the federal National Pollutant Discharge Elimination System (NPDES) Phase II program; and

WHEREAS, through Board Order No. 03-3-12-4, the Board of County Commissioners authorized entering into the necessary Intergovermental Agreements to satisfy requirements under NPDES Phase II; and

WHEREAS, an Intergovermental agreement was executed on May 21, 2004 between Lane County and the City of Eugene to help County meet obligations under its NPDES Phase II permit; and

WHEREAS, through Board Order No. 11-2-23-10, the Board of County Commissioners extended the Intergovernmental Agreement through November 30, 2011; and

WHEREAS, there is a need to continue the partnership to meet permit requirements and provide for uninterrupted service;

NOW, THEREFORE, IT IS HEREBY ORDERED, that an Intergovernmental Agreement with the City of Eugene for NPDES Phase II Services in substantial conformity with the form of agreement attached to this order is approved; and

IT IS FURTHER ORDERED, that the County Administrator is delegated the authority to execute the Intergovernmental Agreement in accordance with this Order.

Adopted this 30th day of November, 2011

Faye Stewart, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM
Date 11-21-11 Lane County
OFFICE OF LEGAL COUNSEL

Intergovernmental Agreement
for
NPDES Phase II Services
City of Eugene

THIS AGREEMENT is entered into by and between **LANE COUNTY**, a political subdivision of the State of Oregon ("**COUNTY**"), and the **CITY OF EUGENE**, a municipal corporation of the State of Oregon ("**CITY**").

RECITALS

WHEREAS, in accordance with Lane Manual 21.124 and by the authority granted in ORS 190.010, the Eugene City Charter and the Lane County Home Rule Charter, units of local government may enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agents, have authority to perform; and

WHEREAS, COUNTY is subject to the National Pollutant Discharge Elimination System (NPDES) Phase II permit regulations for Municipal Separate Storm Sewer Systems (MS4); and

WHEREAS, all regulated small MS4 communities are required to establish a stormwater program that addresses the six minimum measures covered under the Phase II permit; and

WHEREAS, CITY has implemented a comprehensive Stormwater Management Program (SWMP) under Phase I of the NPDES program, and CITY's Phase I permit has existing Best Management Practices (BMP's) that cover some aspects of the six Phase II measures required of COUNTY; and

WHEREAS, per Board Order No. 03-3-12-4, the Board of Commissioners authorized an intergovernmental agreement with CITY where COUNTY could adopt portions of the CITY SWMP as it pertains to the six minimum Phase II measure requirements and implement them into the COUNTY SWMP, including delegation of authority to CITY to administer certain regulations for COUNTY as necessary; and

WHEREAS, the surface water drainage systems of both jurisdictions are interdependent, and a cooperative and effective management agreement affecting both jurisdictions is beneficial to the citizens of both jurisdictions; and

WHEREAS, the area affected by this Agreement includes the area between the City limits of Eugene and Eugene's Urban Growth Boundary (UGB), except as specifically outlined herein; and

WHEREAS, pursuant to intergovernmental agreements with the COUNTY, CITY is responsible for land use planning within the area between the Eugene city limits and the

City of Eugene UGB, and applies CITY Development Code requirements to the extent adopted by COUNTY; and

WHEREAS, COUNTY agrees that this Agreement with CITY is in the public interest and is needed to ensure regulatory compliance with its NPDES Phase II Municipal Stormwater Permit; and

WHEREAS, upon terms mutually agreeable to both parties, the responsibilities of each are outlined as follows:

AGREEMENTS

COUNTY SHALL:

1. Partner with CITY to provide educational materials, including newsletters, brochures, displays, and related advertisements, to COUNTY residents within the area between the Eugene city limits and the City of Eugene UGB, in regards to **Stormwater Education (Eugene BMP A1 - Exhibit "A").** COUNTY will provide input in education materials. COUNTY will partner with CITY for support with selected local and regional organizations for stormwater-related educational outreach programs and activities out to the Eugene UGB.

2. Partner with CITY on **Educational Volunteer Program (Eugene BMP P1 - Exhibit "A").** The COUNTY will seek opportunities to partner with CITY on projects involving volunteers within the area between the Eugene city limits and the Eugene UGB.

3. Partner with CITY on **Management of Illicit Discharges to the Municipal Stormwater System (Eugene BMP M1 - Exhibit "A") and Spill Response (Eugene BMP M2 – Exhibit "A").** County will consider adopting regulations substantially identical to CITY ordinances regarding Illicit Discharge and Spill Response and Enforcement for application within the area between the Eugene city limits and the City of Eugene UGB, and delegating authority to CITY to administer the Illicit Discharge and Spill Response and Enforcement regulations. County will provide information to CITY and assistance as requested, including staffing and equipment as available, for responding to spills within the area between the Eugene city limits and the City of Eugene UGB. Within 60 days after adoption of any modifications by CITY of its Illicit Discharge and Spill Response and Enforcement regulations, COUNTY will consider adopting regulations substantially identical to CITY amended ordinances and delegating authority to the CITY to administer the Illicit Discharge and Spill Response and Enforcement regulations as amended.

4. Partner with CITY on **Erosion Prevention and Construction Site Management Program (Eugene BMP E2 - Exhibit "A").** Within 60 days after adoption of any modifications by CITY of its Erosion Prevention regulations, COUNTY will consider

adopting regulations substantially identical to CITY amended regulations for application within the area between the Eugene city limits and the City of Eugene UGB and delegating authority to the CITY to administer the Erosion Prevention regulations as amended.

5. Consider adopting regulations substantially identical to CITY ordinances regarding **Stormwater Development Standards (Eugene BMP E4 – Appendix "A")** and related City of Eugene Administrative Rules and Fee schedule, for application by CITY within the area between the Eugene city limits and the City of Eugene UGB. Within 60 days after adoption of any modifications by CITY of its Stormwater Development Standards, COUNTY will consider adopting regulations substantially identical to CITY amended regulations and delegating authority to the CITY to administer the regulations as amended.

6. Provide necessary documentation of activities within the scope of this Agreement to CITY by *October 1* for annual report writing of CITY's Phase I permit.

7. Consider adopting regulations substantially identical to CITY regulations for post-construction inspection and enforcement of private stormwater facilities and administering inspection and enforcement programs incorporating corresponding best management practices **(Eugene BMP P6 and M6 – Exhibit "A")**.

CITY SHALL:

1. Partner with COUNTY to provide educational materials, including newsletters, brochures, displays, and related advertisements to COUNTY residents within the area between the Eugene city limits and the City of Eugene UGB, regarding **Stormwater Education (Eugene BMP A1 - Exhibit "A").** CITY will solicit input from COUNTY on educational materials. CITY will partner with COUNTY for support with selected local and regional organizations for stormwater-related educational outreach programs and activities out to the Eugene UGB.

2. Partner with COUNTY on **Educational Volunteer Program (Eugene BMP P1 - Exhibit "A").** The CITY will seek opportunities to partner with COUNTY on ~~voluntary~~ projects involving volunteers within the area between the Eugene city limits and the Eugene UGB.

3. Administer and enforce COUNTY adopted regulations as they pertain to the **Management of Illicit Discharges to the Municipal Stormwater System (Eugene BMP M1 - Exhibit "A")** and **Spill Response (Eugene BMP M2 – Exhibit "A"),** within the area between the Eugene city limits and the City of Eugene UGB, if County adopts regulations substantially identical to CITY ordinances regarding Illicit Discharge and Spill Response and Enforcement , once those provisions are in effect. If COUNTY fails to adopt amendments to COUNTY regulations referenced in this paragraph consistent with any CITY adopted amendments within 60 days of CITY's adoption of such amendments, CITY may cease performing the functions described in this paragraph.

   CITY will respond as COUNTY's agent to spills and carry out mitigation activities as necessary for spills occurring outside CITY limits but inside the City of Eugene UGB, and will coordinate efforts with other local response teams such as COUNTY, private contractors, fire and police departments, and state agencies as necessary. Spill response and mitigation expected to exceed $5,000 per incident will be considered a major incident and will be billed to COUNTY separate from compensation terms of this Agreement. COUNTY will pay CITY costs related to responding to a spill that exceeds $5,000 per incident, including costs of response, mitigation, or remediation, as well as any cost related to responding to a demand of or action by the Oregon Department of Environmental Quality, the U.S. Environmental Protection Agency or another federal or state governmental entity concerning the spill. If an incident appears likely to be a major incident, CITY will notify COUNTY as soon as reasonably possible by calling the Lane County Public Works switchboard at (541) 682-6900. COUNTY will assist with spill response, mitigation, or remediation if resources are available.

4. Administer and enforce COUNTY adopted regulations as they pertain to the **Erosion Prevention and Construction Site Management Program (Eugene BMP E2 - Exhibit "A"),** outside CITY limits but inside the City of Eugene UGB. CITY shall establish and collect all fees for erosion prevention regulations, permits, processing, appeals, inspections, enforcement, fines and penalties. If COUNTY does not adopt amendments to COUNTY regulations referenced in this paragraph consistent with any

CITY adopted amendments within 60 days of CITY's adoption of such amendments, CITY may cease performing the functions described in this paragraph.

5. Administer and enforce COUNTY adopted regulations as they pertain to the **Stormwater Development Standards (Eugene BMP E4 - Exhibit "A")**, outside CITY limits but inside the City of Eugene UGB, if County adopts regulations substantially identical to CITY ordinances regarding **Stormwater Development Standards (Eugene BMP E4 – Appendix "A")** and related City of Eugene Administrative Rules and Fee schedule, once those provisions are in effect. CITY shall collect all fees for implementation of Stormwater Development Standards including permits, processing, appeals, enforcement, fines and penalties. If COUNTY does not adopt amendments to COUNTY regulations referenced in this paragraph consistent with any CITY adopted amendments within 60 days of CITY's adoption of such amendments, CITY may cease performing the functions described in this paragraph.

6. Provide necessary documentation of activities within the scope of this Agreement to COUNTY by *October 1* for annual report writing of COUNTY Phase II permit.

7. At the request of COUNTY, assist in administration support, as resources are available, with COUNTY regulations and programs for post-construction inspection and enforcement of private stormwater facilities. **(Eugene BMP P6 and M6 – Exhibit "A")**.

BOTH PARTIES AGREE THAT:

1. This Agreement terminates three years following signature of both parties, unless terminated earlier under paragraph 9 (Termination) below.

2. The amount of compensation under this Agreement is as follows:

   COUNTY will pay CITY, in an amount not to exceed $63,500 per year, for direct and indirect costs associated with implementation of the aforementioned stormwater BMPs **(Exhibit "A")**. CITY shall invoice COUNTY on a semi-annual basis. COUNTY compensation to CITY may be modified after Year 1 subject to both parties reaching mutual agreement, by amendment to this Agreement. For services rendered prior to January 1, 2012, CITY shall invoice COUNTY on a pro-rata basis consistent with annual compensation terms listed above.

3. **Indemnification:** To the extent allowable by the Oregon Constitution and the Oregon Tort Claims Act, and as provided in the next paragraph, each of the parties hereto agrees to indemnify and save the other harmless from any claims, liability or damages arising out of or resulting from any error, omission or act of negligence on the part of the indemnifying party, its officers, or employees in the performance of this Agreement.

   Notwithstanding the preceding paragraph, COUNTY shall indemnify and save CITY harmless from any claims, liability or damages arising out of CITY's response to a spill under paragraph 3 of CITY's obligations ("Partner with COUNTY on Spill Response"), including those based on state or federal environmental statutes, except for claims for which the City is determined to be solely negligent.

4. **Dispute Resolution:** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share equally the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

   If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

   a) The location of the arbitration shall be in Eugene, Oregon;
   b) Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
   c) Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
   d) Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

5. **Amendment:** This Agreement may be modified in writing by mutual consent of both parties. The parties recognize an obligation on the part of COUNTY to extend the application of this Agreement to lands included in the future within the Eugene UGB Area and to consider adopting any future changes in regulations made by CITY for application to the Eugene UGB Area.

6. **Waiver:** Failure of COUNTY or CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by the COUNTY or CITY of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.

7. **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

8. **Coordination:** For purposes of day-to-day coordination under this Agreement and mailing of notice in regard to any matter hereunder, **COUNTY** hereby designates the Environmental Services Section Supervisor of the Department of Public Works, 3100 E. 17th Avenue, Eugene, OR 97403, as its coordinator. **CITY** hereby designates the City of Eugene Public Works Water Resources Manager, 99 East Broadway, Suite 400 Eugene, OR 97401 as its coordinator.

9. **Termination:** This Agreement may be terminated by either party upon180 days' written notice to the other for any or no reason. Either prior to, or as part of the written notice, the entity terminating this Agreement shall indicate how it desires to deal with responsibilities under this Agreement. The parties shall strive to reach a mutual agreement with respect to the transition of those responsibilities.

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Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings, or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representations, understandings or agreements, whether oral or written, that are not expressly set forth within the four corners of this Agreement are hereby deemed waived, superseded and abandoned.

CITY OF EUGENE

By _____

LANE COUNTY

By _____

Title: City Manager

Date _____

Address for Notice:

City of Eugene
777 Pearl St. Room 105
Eugene, OR 97401

Title: County Administrator

Date _____

Address for Notice:

Lane County Public Works
3040 Delta Highway North
Eugene, OR 97408

Exhibit "A"

Relevant City of Eugene BMP's referenced in Agreement

A1	Stormwater Education
Responsible Department/Division	Public Works / Administration Division
Description	Plan, develop, implement and revise as necessary a program to provide stormwater information and education to homeowners, school children, City and other agency staff and the general public about the impacts to stormwater quality and natural resource values from both point and non-point sources of pollution. In addition, educate professional, commercial, and industrial businesses about best management practices that can help prevent and reduce stormwater quality impacts to the public stormwater system and local receiving waters.
Tasks	1. Update and improve upon educational materials through assorted print material, videos, web, audio and visual media. 2. Prepare and staff booths at special events to reach community members. 3. Develop on-going campaigns as appropriate to support projects, programs, special opportunities and targeted pollutants.
Measurable Goals	• Conduct surveys every two years with Eugene residents to determine attitudes and opinions of residents about the stormwater management program. • Provide SPLASH educational curriculum to teachers and administrators in local school districts. • Develop and implement internal stormwater education to city staff through new employee orientation, "green team" presentations, work group presentations and audio/visual presentation. • Increase catch basin markers with "dump no waste" messages and storm drain covers installed on public improvement projects. • Work collaboratively on education campaigns with other local agencies.
Tracking Measures	• Number of information materials (all media) prepared and distributed to the public. • Number of students and teachers who use SPLASH curriculum annually. • Number of attendees at public outreach events. • Number of employees attending stormwater education sessions. • Track quantity of installed catch basin markers and storm drain covers. • Identify collaborative campaigns, target audience and summary of campaign. • Documentation of stormwater survey responses.

P1	Educational Volunteer Program
Responsible Department/Division	Public Works / Parks & Open Space Division
Description	Manage and support the City's Stream Team volunteer program and other community volunteer programs that promote stormwater education. Provide opportunities to involve citizens of all ages and socio-economic backgrounds in meaningful, hands-on and educationally oriented stormwater related projects. Such projects are aimed at providing both physical benefits and participant awareness related to protecting stormwater quality, fostering citizen stewardship of the City's water resources, promoting the use of native-vegetation, and enhancing fish and wildlife habitat within the local urban watershed.
Tasks	1. Recruit, support, and coordinate activities for groups or organizations to adopt portions of the City's stormwater system, such as creeks, ponds, and drainage channels. 2. Investigate inclusion of publicly owned vegetated stormwater facilities within developed parks and right of way into the volunteer program. 3. Advertise, coordinate and conduct periodic work parties for regular and drop-in volunteers aimed at waterway clean-up, invasive species removal, native vegetation salvage and native vegetation planting in riparian areas. 4. Partner with local agencies, organizations, businesses and/or corporate sponsors to plan, promote, coordinate and implement annual large scale waterway clean-up volunteer events. 5. Inform the public about the purpose of the volunteer program through public presentations, distribution of program information materials, event related press releases and news media articles and news stories. Include in the communication the challenges and benefits of managing stormwater properly.
Measurable Goals	• As attrition occurs continue to recruit replacement adoption groups to maintain current levels of participation. • Conduct one volunteer work party annually that will address maintenance needs at publicly owned vegetated stormwater facilities with developed parks or the right of way. • On average, conduct 12 volunteer work parties per year. • Conduct at least one partnership based large-scale water resource clean-up or enhancement volunteer project per year. • Correspond with the city's stormwater education program coordinator on a regular basis to determine if there are opportunities to better inform the public regarding the challenges and benefits of stormwater management.

Tracking Measures	• Number of adoption groups that are retained and continue to participate in the volunteer program. Track number of new adoption groups brought into the program. • Number of volunteer work parties conducted that involve maintenance of publicly owned vegetated stormwater facilities and number of volunteer participants. • Number of work parties conducted and number of volunteer participants. • Document annual large-scale project(s), participating partners and number of volunteer participants. • Document annually efforts to educate the public about the city's volunteer programs and the protection of water quality as it relates to stormwater.

M1	Management of Illicit Discharges to the Municipal Stormwater System
Responsible Department/Division	Public Works / Maintenance Division
Description	Discourage and reduce improper discharges into the stormwater system through operation of a stormwater discharge compliance enforcement program. The primary goals of this program are to protect the quality of the receiving waters of the City's stormwater system and to ensure that discharges to the City's stormwater system are in compliance with local, state, and federal regulations to the maximum extent practicable. The City will conduct periodic review of enforcement program practices and procedures and make revisions as deemed necessary.
Tasks	1. Use CCTV inspection, dye testing, smoke testing and field investigation to identify illegal connections, cross connections with the wastewater system and failures in the pipe system. 2. Inspect stormwater outfalls to identify illicit discharges, as well as track outfalls added or removed from the stormwater system. 3. Implement the City's Stormwater System Administrative Rule, 58-02-01-F, with the intent to prohibit improper connections and illegal discharges to the City's stormwater system utilizing an effective enforcement program .
Measurable Goals	• Work to reduce the number of improper discharges into the municipal stormwater system through public outreach and a reasonable enforcement of regulations.
Tracking Measures	• Track the number of stormwater pollution complaints received by the City. • Track the number of outfalls inspected annually. • Track the number of requests-for-service (RFS) related to illicit discharges to the municipal stormwater system which required enforcement.

M2	Spill Response
Responsible Department/Division	Public Works / Maintenance Division
Description	Maintain an on-call team trained in spill response procedures involving environmentally hazardous materials and a vehicle equipped for such spill mitigation. Coordinate efforts with other local response teams such as the City of Eugene Fire and Police Departments, Lane County, and state agencies.
Tasks	1. Maintain an on-call list of personnel trained in spill response procedures. 2. Maintain an inventory of equipment and supplies necessary to mitigate improper discharges to the municipal stormwater system. 4. 3.Coordinate in conjunction with Fire Department / Hazmat Team on mitigation efforts including hazardous material clean-up and disposal. Update the City of Eugene's Public Works Maintenance Spill Response and Illicit Discharge Operations Plan.
Measurable Goals	• Maintain a list of HAZWOPER trained personnel that are available for 24-hour emergency response. • Maintain and update, as necessary, the City's On-Call Emergency Roster for Environmental Spills.
Tracking Measures	• Up-to-date list of employees trained for spill response. • Track number of spills and follow-up details.

E2	Erosion Prevention and Construction Site Management Program
Responsible Department/Division	Public Works / Engineering Division
Description	Administer and monitor an Erosion Prevention and Construction Site Management Program in compliance with Eugene Code 6.625-6.645, preventing and mitigating pollutant and sediment discharges into the city's stormwater system due to construction activities and land disturbance.
Tasks	1. Screen all development permits for sensitive area status, conduct plan reviews, issue erosion permits, conduct erosion inspections, and provide compliance enforcement as appropriate. 2. Issue Erosion Permits for activities which disturb an area one acre or greater in size or disturb an area 500 square feet or greater within a sensitive area (i.e. adjacent to a water feature or its buffer, ground slopes greater than 10%, having highly erodible soils). 3. Conduct education and outreach related to new erosion techniques/practices. 4. Act as 1200-C Agent for DEQ.
Measurable Goals	• Conduct one inspection prior to the commencement of work for all erosion permitted sites. • Inspect non-erosion-permitted sites at least twice during the life of the building/construction permit or as necessary to assure compliance with the program. • Inspect permitted sites monthly or as necessary to assure compliance with the program. • Conduct one annual erosion prevention training event.
Tracking Measures	• Number of compliance orders issued. • Number of permits issued. • Number of inspections. • Number of training/outreach events.

E4	Stormwater Development Standards
Responsible Department/Division	Public Works / Engineering Division
Description	Administer and monitor a program that implements the city's Stormwater Development Standards, Eugene Code 9.6790-9.6796, Eugene Code 7.143 (3), and associated Stormwater Management Manual. The Stormwater Development Standards regulate the location, design, construction and maintenance of private and public stormwater facilities for flood control, water quality, and natural resource protection.
Tasks	1. Screen development permits for post-construction stormwater management, conduct plan reviews, approve stormwater facilities, conduct inspections, and provide compliance enforcement as appropriate. 2. Maintain an up-to-date Stormwater Management Manual for new development. 3. Track, evaluate, and develop new technologies and practices for post-construction stormwater management. 4. Provide training and technical assistance on water quality facilities to city staff and the public. 5. Conduct a review of policies, practices and regulations to identify potential barriers to implementing low impact development techniques.
Measurable Goals	• Review stormwater management proposals at the land use and/or development permit stage (i.e. earliest level of review). • Review and approve construction plans for stormwater management facilities for all development sites which create 1000 square feet or more impervious surface. • Update Eugene's Stormwater Management Manual every two years or as needed to provide new information or practices for post-construction stormwater management.
Tracking Measures	• Number of private water quality facilities permitted with building permits. • Number of land use applications reviewed. • Number and type of public water quality facilities constructed. • Number of training/outreach events held.

P6	Compliance Program for Maintenance of Privately Owned Vegetated Stormwater Facilities
Responsible Department/Division	Public Works / Parks & Open Space Division
Description	Develop, implement and manage a program to ensure that privately owned and operated vegetated stormwater treatment facilities are maintained so that they function as designed and constructed. The program will employ a combination of rules, protocols and procedures to require: that each private vegetated facility is routinely inspected; that routine and corrective maintenance actions are performed in a timely manner; and that completion of both such activities are regularly reported to City staff. Based on Eugene Municipal Code requirements, penalties and/or other legal remedies will be employed to enforce compliance with these requirements when necessary.
Tasks	1. Continue to document pertinent information for new privately owned and operated vegetated stormwater facilities. This includes photo documentation of newly constructed facilities and populating the stormwater facility tracking system database with all new facility information. 2. Develop an administrative rule that details the policy guidelines, practices, procedures, specific authorities, permitted actions, and penalties to be used by City staff in managing the program. 3. Establish criteria for when maintenance audits, corrective actions, and/or enforcement actions are warranted. 4. Maintain mechanisms, processes and procedures to track BMP ownership, maintenance inspections, required reports, corrective maintenance activity and enforcement actions. 5. Develop templates for written correspondence to BMP owners, such as inspection notification, reporting reminder, notice of non-compliance, notice of violation, and enforcement documents. 6. Review required inspection and maintenance logs submitted by BMP owners
Measurable Goals	• Inspect all new vegetated private stormwater facilities at the time of construction and log pertinent information into the stormwater facility tracking database system. Adopt and implement an administrative rule to enforce the maintenance of private stormwater facilities by February 2011. • Ensure the inspection of each vegetated private stormwater facility is conducted at least once per year by the owner/operator and an inspection and maintenance log documenting the necessary corrective actions is submitted to City staff annually. • Review annual reports for privately-owned vegetated stormwater facilities.

Tracking Measures	• Number of private vegetated stormwater facility inspections completed at time of construction. • Number of owner/operator inspection and maintenance logs received and reviewed annually. • Number of notices of non-compliance and subsequent enforcement.

M6	Regulation of Inspection, Maintenance and Reporting of Private Underground Stormwater Structures
Responsible Department/Division	Public Works / Maintenance Division
Description	Develop, implement and manage a program to ensure that privately owned and operated underground stormwater treatment structures are properly maintained. The program will employ the guidance provided by the required individual Operations and Maintenance (O&M) plan for each structure.
Tasks	1. Develop templates for written correspondence to the private operator, such as inspection notifications, reporting reminders, notices of non-compliance, notices of violation, and enforcement documents. 2. Establish criteria for when maintenance audits, corrective actions, and/or enforcement actions are warranted. 3. Develop and maintain mechanisms, processes and procedures to track structure type, ownership, maintenance inspections, required reports, corrective maintenance activity and enforcement actions. 4. Collect and file the required annual reports as provided by the private operator.
Measurable Goals	• Inspect all new private underground stormwater structures at the time of construction and log pertinent information into a database. • Establish a correspondence file for each structure/operator. • Ensure that each private underground stormwater structure is inspected, maintained and reported on as required by the O&M plan for the specific device. • Review annual reports for privately-owned underground stormwater facilities.
Tracking Measures	• Track the number of O&M plans obtained. • Track the number of private inspection, maintenance and reporting activities conducted. • Track any enforcement activities related to the individual structures.