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COMMONWEALTH OF
KENTUCKY
ORDINANCE NUMBER

COMMONWEALTH OF
KENTUCKY
CITY OF
ORDINANCE NUMBER

**JOINT ORDINANCE AUTHORIZING
AN INTERLOCAL AGREEMENT BETWEEN THE
COUNTY OF WARREN AND THE CITY OF PLUM SPRINGS
CREATING A JOINT SEWER AGENCY**

*** *

WHEREAS, the County of Warren and the City of Plum Springs are jointly engaged in a cooperative effort to develop and implement a Water Management Program, the KPDES (Kentucky Pollutant Discharge System) Storm Water Discharge Permit Services, and Other Storm Water Related Services; and,

WHEREAS, Warren Fiscal Court and the City of Plum Springs desire to enter into an Interlocal Agreement, pursuant to KRS 65.210, for the creation of a joint sewer agency within all of Warren County, exclusive of the City of Bowling Green; and,

WHEREAS, the parties to this Agreement are public agencies as defined by KRS 65.230 and are authorized, pursuant to KRS 65.240, to exercise and enjoy the powers, privileges, responsibilities and authority exercised or capable of exercise by a public agency of this Commonwealth; and,

WHEREAS, the Kentucky Revised Statutes allow a County and a City to enter into an agreement to establish a joint sewer agency; and,

WHEREAS, the City of Plum Springs is classified as a Sixth Class City, pursuant to KRS 81.010(6); and,

DOROTHY OWENS, WARREN CO CLERK
429 E 10TH ST, PO BOX 478
BOWLING GREEN KY 42102-0478
RCPT# 106168
CLERK PENNY CLARK
DATE : 6/04/2007
TIME : 2:40 PM
1 x MISC DOCUMENTS \$55.00
17 PAGES
WARREN COUNTY OF PG: 10597556
BK: MC16 41 - 57

CHECK TOTAL
PAYMENT OF \$55.00
CHANGE DUE \$55.00
HOURS: 8:30AM-4:30PM \$0.00
MONDAY-FRIDAY
CHECK # 61603
61573
AMOUNT 24.00
31.00

SON
STATE
OF KENTUCKY

51-A

WHEREAS, the City of Plum Springs and the County of Warren recognize the need to provide their citizens with clean, safe, potable water; and,

WHEREAS, the City of Plum Springs and the County of Warren recognize the need to control, direct and/or retain surface run-off before it enters streams and/or groundwater, and to prevent soil erosion; and,

WHEREAS, to comply with State and Federal unfunded mandates with regard to storm water and related sewer issues, the Warren Fiscal Court believes it is in the best interest of the citizens of Warren County to establish this Joint Storm Water Sewer Agency; and,

WHEREAS, to protect the health, safety and welfare of the citizens of Warren County and Plum Springs, **IT IS HEREBY ORDAINED AS FOLLOWS:**

Section I. Definitions

A. **Agency** – The term Agency shall mean the Plum Springs and Warren County Joint Storm Water Sewer Agency created herein by this Interlocal Agreement and Joint Ordinance by the County of Warren, Kentucky and the City of Plum Springs, Kentucky.

B. **Agency Administrator** – The term Agency Administrator shall mean the Warren County Fiscal Court, which is the entity in charge of administering the Agency.

C. **City** - The term City shall mean the City of Plum Springs.

D. **County** – The term County shall mean Warren County, Kentucky, including all unincorporated and incorporated areas of the County except the City of Bowling Green (because it administers and funds its own Storm Water Management Program).

E. **MS4** - The term MS4 (multiple separate storm sewer system) shall be defined according to 40 CFR 122.26(b)(8), to mean a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law)...including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges into waters of the United States; (ii) Designed or used for collecting or conveying storm water; (iii) Which is not a combined sewer; and (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.

F. **Storm Water Manager** – The term Storm Water Manager shall mean the individual appointed by the Agency Administrator to manage the Phase II Storm Water Management Program for the County of Warren and the City of Plum Springs.

G. **Phase II Storm Water Management Program** – shall mean regulations published by the U.S. Environmental Protection Agency entitled “National Pollutant Discharge Elimination System – Regulations for Revision of the Water Pollution Control Program Addressing Storm Water Discharges” as published in the Federal Register Volume 64, 235, Pages 68722-68852 on December 8, 1999 pursuant to Section 402(p) of the Clean Water Act.

Section II. Authority and Creation

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Warren County, Kentucky, and the City of Plum Springs have agreed to authorize the creation of a joint storm water sewer agency, pursuant to KRS 76.232. Immediately upon the passage of this Ordinance and upon the signing of the Interlocal Agreement, by both the City and the County, the Agency shall be fully established, pursuant to the powers granted to the Warren Fiscal Court and the City of Plum Springs under Kentucky Revised Statutes, including but not limited to KRS 67.080, KRS 67.083, and KRS 76.010 to 76.279.

Section III. Purpose

The City and County establish the Agency to promote the public health, safety and welfare, throughout the Agency's jurisdiction, by implementing all mandates imposed upon the City and County by the Phase II Storm Water Management Program.

Nothing contained herein shall permit the Agency to duplicate sanitary sewer service or potable water service provided, presently or in the future, by the Warren County Water District and/or Bowling Green Municipal Utilities. The provision of potable water and sanitary sewer service shall remain exclusively within the authority and purpose of the Warren County Water District and/or Bowling Green Municipal Utilities, depending upon the service area.

Section IV. Powers

The Agency shall have all the rights, privileges and powers granted to a joint sewer agency by KRS 76.232(4), subject only to the specific terms of this Ordinance. Whenever a provision of this Ordinance conflicts with the provisions of KRS 76.010 and KRS 76.279, the provisions of this Ordinance shall control. However, if any provision of this Ordinance is found to be unlawful or inconsistent with the statutory scheme for joint

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sewer agencies, contained in KRS 76.010 to KRS 76.279, the provisions of state law shall control.

Section V. Jurisdiction

The service area and jurisdiction of the Agency shall encompass the entire area of Warren County, exclusive only of incorporated areas of the City of Bowling Green, as the city of Bowling Green administers and funds its own, Phase II Storm Water Management Program(s). Pursuant to KRS 67.080 and 67.083 (3)(c),(h),(i), and (j), and (7) all unincorporated and incorporated areas within Warren County, Kentucky, shall be specifically included, as this Agency shall be responsible for overseeing all Phase II Storm Water Management and in order to fairly distribute this obligation amongst the citizens of Warren County, it is necessary that all areas be included, unless they specifically (as the City of Bowling Green) have already implemented a permitted Phase II Storm Water Management Program.

Section VI. Name

The Agency shall be known as the **Plum Springs and Warren County Joint Storm Water Sewer Agency**, which shall be a public corporate body, political subdivision, contract and be contracted with, and perform all other powers as described in KRS 76.010 to KRS 76.279.

Section VII. Governing Body

The business, activities and affairs of the Agency shall be managed, controlled and conducted by the Agency Administrator, pursuant to the authority granted in KRS 76.232(5).

Section VIII. Assumption of Assets and Liabilities

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Upon its creation the Agency shall assume responsibility, authority and control over the MS4s, of the County of Warren and the City of Plum Springs. At the same time, the Agency shall assume all debt and liability of the storm water systems, and assume all liabilities or debt that the City may have incurred to the County for their past pro-rata cost of implementation, and compliance with, the Federally mandated storm water programs, and the Agency shall further assume all responsibilities for compliance and administration of the MS4s Storm Water Management System. The Agency shall assume any liabilities during any future construction, operation and/or management of the MS4s.

Section IX. Financing - Revenue Bonds

The activities, as stated in the purpose section, shall be financed by fees, rentals and charges collected throughout the jurisdiction, as authorized by the Agency.

The Agency may issue negotiable interest-bearing revenue bonds under such terms as it may be established in accordance with KRS 76.150; provided, however, that prior approval by the City and County shall be required.

The Agency shall, after a recommendation from the Storm Water Manager, establish and collect storm water fees, rates, rentals or charges for services provided and establish how these fees, rates, rentals or charges will be collected. Review and approval of these established fees, rates, rentals or charges, along with the collection method shall be subject to review by City and County and may be rejected or revised by a Joint Ordinance of and between the City and the County.

After the initial establishment of fees, annual increases may not exceed the CPIU, as federally published, without prior approval from both the City and the County. Said approval shall be in the form of a Resolution by both the City and County.

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Any fees, rentals or charges shall only be used for the furtherance of this Agency and their purpose, as stated within this Ordinance.

Section X. No Liability As to Flooding Of Any Kind

This Ordinance does not imply that property subject to the jurisdiction of this Agency shall be free of flooding or flood damage, or that the MS4 systems, as they currently exist or may be improved, are currently or completely capable of handling all storm events. This Ordinance shall not create any liability on the part of, or create a cause of action against, any of the parties to this agreement for any flood damage that may result from storms or the runoff therefrom. Nor does this Ordinance have any relationship to flood insurance where otherwise required.

Section XI. Incorporation of Statutes

All other rights, duties and powers granted to this Agency contained in KRS 76.010 to KRS 76.279, which are not inconsistent with the provisions of this Ordinance are hereby incorporated by reference.

Section XII. Ordinances Incorporated by Reference

The County, under the requirements of the State and Federal Governments, enacted several Ordinances to ensure compliance and allow for enforcement procedures with MS4s, those Ordinances are WC-06-17 and WC-06-21. These Ordinances are incorporated by reference within this Ordinance.

Section XIII. Interlocal Agreement

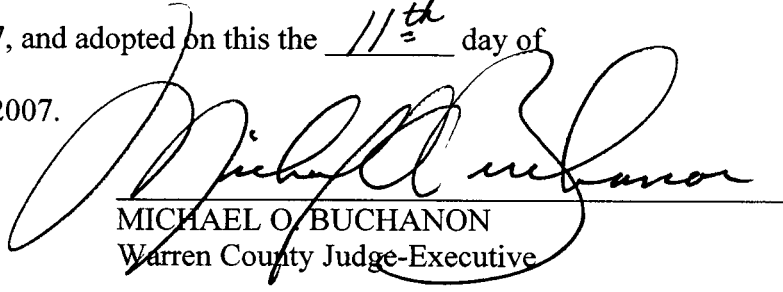
As provided in 76.232(3) an identical agreement as attached hereto as Exhibit A and incorporated by reference, as if it were a part.

Section XIV. Severability

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Should any provision, section, paragraph, sentence, portion of any sentence or any other portion of this Ordinance be declared unconstitutional, invalid, or otherwise unenforceable, such determination shall not impair or affect any other portion of this Ordinance, it being the legislative intent to ordain and enact each part of this Ordinance independently of all other parts and in accordance with the laws of the Commonwealth of Kentucky.

This Ordinance was given first reading on this the 3rd day of May, 2007, was given a second reading on this the 11th day of May, 2007, and adopted on this the 11th day of May, 2007.


MICHAEL O. BUCHANON
Warren County Judge-Executive

Attested by:

BRENDA HALE
Warren County Fiscal Court Clerk


STEVE ROBERTS
Mayor - City of Plum Springs


LINDA CLAYTON
Plum Springs City Clerk

EXHIBIT "A" TO ORDINANCE

INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into this 11th day of May, 2007, by and among the **COUNTY OF WARREN, KENTUCKY** ("County") and the **CITY OF PLUM SPRINGS, KENTUCKY** ("City"), acting by and through their respective Fiscal Court and City Council.

WITNESSETH

WHEREAS, the County and the City are authorized under KRS 65.210 through 65.300 (the "Interlocal Cooperation Act") to cooperate and to act jointly with each other in exercising any and all powers, privileges and authority capable of the parties in their respective individual capacity; and pursuant to the provisions of the Interlocal Cooperation Act, the City and County have determined and do declare that it is necessary and in the best interest of their respective citizens, residents and inhabitants that they cooperate in taking action to assist in the establishment of a joint sewer agency, pursuant to KRS 76.232 (including and incorporating KRS 76.010 to 76.279);

WHEREAS, the County of Warren and the City of Plum Springs are currently engaged in a cooperative effort to comply with the federally mandated Phase II Storm Water Management Program, pursuant to KPDES (Kentucky Pollutant Discharge Elimination System) Storm Water Discharge Permit Services and Other Storm Water Related Services; and,

WHEREAS, Warren Fiscal Court and the City of Plum Springs desire to enter into an Interlocal Agreement together, pursuant to KRS 65.210, for the creation of a joint sewer agency within all of Warren County, exclusive of the City of Bowling Green; and,

WHEREAS, the parties to this Agreement are public agencies as defined by KRS 65.230 and are authorized, pursuant to KRS 65.240, to exercise and enjoy the powers, privileges, responsibilities and authority exercised or capable of exercise by a public agency of this Commonwealth; and,

WHEREAS, the Kentucky Revised Statutes allow a County and a City to enter into an agreement in order to establish a joint sewer agency; and,

WHEREAS, the City of Plum Springs is classified as a Sixth Class City, pursuant to KRS 81.010(6); and,

WHEREAS, the City of Plum Springs and the County of Warren recognize the need to provide our citizens with clean, safe, potable water; and,

WHEREAS, the City of Plum Springs and the County of Warren recognize the need to control, direct and/or retain surface run-off before it enters Barren River, other streams and underground streams, and/or groundwater and to prevent the erosion of top soil and silt; and,

WHEREAS, in order to comply with State and Federal unfunded mandates with regard to clean water and storm water and related sewer facilities, the Warren Fiscal Court believes it is in the best interest of the citizens of Warren County to establish this Joint Sewer Agency; and,

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein,

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the parties hereto do hereby agree as follows:

SECTION 1
DEFINITIONS

- A. **Agency** – The term Agency shall mean the Plum Springs and Warren County Joint Storm Water Sewer Agency created herein by this Interlocal Agreement and Joint Ordinance by the County of Warren, Kentucky and the City of Plum Springs, Kentucky.
- B. **Agency Administrator** – The term Agency Administrator shall mean the Warren Fiscal Court which is the entity in charge of administering the Agency.
- C. **City** - The term City shall mean the City of Plum Springs.
- D. **County** – The term County mean Warren County, including all unincorporated and incorporated areas of the County except the City of Bowling Green (because it administers and funds its own Storm Water Management Program).
- E. **MS4** - The term MS4 (multiple separate storm sewer system) shall be defined according to 40 CFR 122.26(b)(8), to mean a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law)...including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges into waters of the United States; (ii) Designed or used for collecting or conveying storm water; (iii) Which is not a combined sewer; and (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.
- F. **Storm Water Manager** – The term Storm Water Manager shall mean the individual appointed by the Agency Administrator to manage the Phase II Storm Water Management Program for the County of Warren and the City of Plum Springs.
- G. **Phase II Storm Water Management Program** – shall mean regulations published by the U.S. Environmental Protection Agency entitled “National Pollutant Discharge Elimination System – Regulations for Revision of the Water Pollution Control Program Addressing Storm Water Discharges” as published in the Federal Register Volume 64, 235, Pages 68722-68852 on December 8, 1999 pursuant to Section 402(p) of the Clean Water Act.

SECTION 2
EFFECTIVE DATE / DURATION

- (A) This Agreement shall be effective from and after: (i) its execution by the County and the City, (ii) the approval of this Agreement by the Department for Local Government of the Commonwealth of Kentucky as required by KRS 65.260(2), and (iii) the filing of a certified copy of this Agreement with the County Clerk of Warren County, and with the Secretary of State of the Commonwealth of Kentucky, as required by KRS 65.290.
- (B) This Agreement shall continue in perpetuity, or until such time as this Agreement is terminated

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as follows: (i) if the Agency is not able to enact a fee in order to cover the charges associated with Phase II Storm Water Management; or (ii) a Court decision negates the validity, enforceability or legality of this Agreement; or (iii) the Agency is dissolved as an entity. In the event of a termination of the Agency, all parties shall be released from any and all obligations under this Agreement.

SECTION 3
PURPOSE / POWERS / AGENCY ADMINISTRATOR

- (A) The purpose of this Agreement is to allow the City and the County the ability to create a Joint Storm Water Sewer Agency.
- (B) The name of this Agency shall be Plum Springs and Warren County Joint Storm Water Sewer Agency, which shall be a corporate public body, political subdivision and shall contract and be contracted with, sue and be sued, and perform all other powers as described in KRS 76.010 to 76.279.
- (C) The City and County establish the Agency to promote the public health, safety and welfare, throughout the Agency's jurisdiction, by implementing all mandates imposed upon the City and County by the Phase II Storm Water Management Program.

Nothing contained herein shall permit the Agency to duplicate sanitary sewer service or potable water service provided, presently or in the future, by the Warren County Water District and/or Bowling Green Municipal Utilities. The provision of potable water and sanitary sewer service shall remain exclusively within the authority and purpose of the Warren County Water District and/or Bowling Green Municipal Utilities, depending upon the service area.

- (D) The Fiscal Court of Warren County shall be appointed, as allowed by KRS 76.232(5), as the Agency Administrator. The Agency Administrator shall be responsible for insuring that the business, activities and affairs of the Agency are managed, controlled and conducted in a manner as to see that the intent of the Interlocal Agreement and Joint Ordinance are met.
- (E) The Agency shall have the authority to construct or extend storm water sewer facilities into any portion of the County within its jurisdiction without the prior approval of either the City or the County.
- (F) The Agency shall, after a recommendation from the Storm Water Manager, establish and collect storm water fees, rates, rentals or charges for services provided and establish how these fees, rates, rentals or charges will be collected. Review and approval of these established fees, rates, rentals or charges, along with the collection method shall be subject to review by City and County and may be rejected or revised by a Joint Resolution of and between the City and the County.
- (G) After the initial establishment of fees, annual increases may not exceed the CPIU, as federally published, without prior approval from both the City and the County. A joint Resolution shall be required to allow a CPIU.
- (H) Any funds, including but not limited to fees, charges, rental or the issuance of Revenue Bonds, shall be solely and completely used for the Agency and their purposes as stated herein in this Agreement and the Joint Ordinance.

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- (I) Pursuant to KRS 65.250(2)(b), the Agency created herein, to the extent authorized by KRS 76.232 of the Kentucky Revised Statutes, may acquire, hold or dispose of any real or personal property.
- (J) The Agency shall have all the rights, privileges and powers granted to a joint sewer agency in accordance with KRS 76.232(4), subject only to the specific terms of this Ordinance. Whenever a provision of this Ordinance conflicts with the provision of KRS 76.010 and KRS 76.279, the provisions of this Ordinance shall control. However, should any provision of this Ordinance to be unlawful or inconsistent with the statutory scheme for joint sewer agencies, contained in KRS 76.010 to KRS 76.279, the provisions of state law shall control.

SECTION 4
FINANCING/ISSUANCE OF BONDS

- (A) The Agency shall have the ability, in order to fund the required programs, purposes and duties of the Agency, enact a surcharge or fee, which shall be assessed on the water bill of every user within the jurisdiction of the Agency. The amount shall be set by the Agency Administrator after recommendation from Storm Water Manager.
- (B) The Agency shall also have the ability, should the programs, purposes and duties require, to issue negotiable interest-bearing revenue bonds under such terms as it may be established in accordance with KRS 76.150; provided, however, that prior approval by the City and County shall be required.

SECTION 5
TERMINATION OF AGREEMENT

The City and the County shall be entitled to terminate the Agreement (i) by Joint Ordinance; or (ii) a Court decision negates the validity, enforceability or legality of this Agreement; or (iii) the City or the County cease to exist as an entity and/or are dissolved as an entity. In the event of any termination of the Agency, all parties shall be released from any and all obligations under this Agreement. Notwithstanding the foregoing, in the event that the City and County decide, by Joint Ordinance, to dissolve this Agreement, each entity shall be required to implement, at their expense, a program component to insure the continued compliance with all MS4 requirements under the Code of Federal Regulation.

SECTION 6
AMENDMENT OF AGREEMENT

This Agreement may be amended for any purpose only by a written instrument signed by each party hereto. That while any Revenue Bonds are outstanding, no amendment shall relieve any party hereto of its obligation it may have pursuant to the documents authorizing and evidencing the Revenue Bonds.

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SECTION 7
NATURE OF AGREEMENT

The City and County agree to engage in a joint and cooperative undertaking only within the scope set out in this Agreement and do not intend to create among them any relationship of surety, indemnification or responsibility for debts, liabilities or claims, or liabilities incurred by any party in its governmental operation, other than as specifically set out herein. Furthermore, the execution of this Agreement shall not constitute a waiver of any defense or immunity that a County or City would otherwise be entitled to under any applicable law.

SECTION 8
NON-LIABILITY OF OFFICERS AND EMPLOYEES

No officer or employee of the County or City shall be subject to any personal liability for any debt or contract created by the Agency or this Agreement.

SECTION 9
FURTHER ACTS AND DEEDS

The City and the County hereto direct and authorize the County Judge-Executive and the Mayor and all other Officials as may be necessary to effectuate the terms of this document to execute, acknowledge and deliver on behalf of the County and the City any and all agreements, documents, certificates and instruments as may be necessary or required, upon the advice of counsel, to implement the terms of this Agreement.

SECTION 10
CONSTRUCTION

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

SECTION 11
SEVERABILITY

If any provision, section, portion, sentence or part of sentence of this Agreement should be held to be in conflict with or violative of any applicable statute, constitutional provision, law or regulation, or should be held by a court of competent jurisdiction to be unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining portions of this Agreement.

SECTION 12
EXECUTION

This Agreement may be executed in any number of counterparts, and each such counterpart shall constitute an original and all such counterparts shall constitute one and the same instrument. The County and the City each represent and warrant to the others that this Agreement has been duly authorized by Ordinance duly adopted by the Fiscal Court and the City Council in full force and effect according to law.

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SECTION 13
JURISDICTION

The service area, jurisdiction or boundary of the Agency shall encompass the entire area of Warren County, exclusive only of incorporated areas of the City of Bowling Green, as this entity has a Bowling Green City Department set up to comply with, and fund their separate, Phase II Storm Water Management Program(s). Pursuant to KRS 67.080 and 67.083 (3)(c)(h)(i) and (j), and (7) all unincorporated and incorporated areas within Warren County, Kentucky, shall be specifically included, as this Agency shall be responsible for overseeing all Phase II Storm Water Management and in order to fairly distribute this obligation amongst the citizens of Warren County, it is necessary that all areas be included, unless they specifically (as the City of Bowling Green) have already implemented a Phase II Storm Water Management Program.

[Signatures on the following pages]

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IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, duly authorized by proceedings of the Fiscal Court, as of the date first above written.

ATTEST:

Brenda Hale
Fiscal Court Clerk

COUNTY OF WARREN, KENTUCKY
By: Michael O. Buchanan
Judge/Executive

Authorized by Ordinance adopted by
the Fiscal Court of the County on
5-11-, 2007.

STATE OF KENTUCKY)
)
COUNTY OF WARREN)

The execution and delivery of the foregoing instrument was acknowledged before my this
May 11, 2007, by Warren County Judge/Executive, Michael O. Buchanan and Brenda Hale, Fiscal
Court Clerk, of the County of Warren, Kentucky, acting on behalf of said County.

My commission expires:
9-11-2010

[Signature]
Notary Public, State at Large

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IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, duly authorized by proceedings of the City Council, as of the date first above written.

ATTEST:

CITY OF PLUM SPRINGS, KENTUCKY

Linda Clayton
City Clerk

By: Steve Roberts
Mayor, City of Plum Springs

Ordinance
Authorized by ~~Resolution~~ adopted by
the City Council of Plum Springs on
4-23-, 2007.

STATE OF KENTUCKY)
)
COUNTY OF WARREN)

The execution and delivery of the foregoing instrument was acknowledged before my this 05-11, 2007, by Steve Roberts, Mayor, City of Plum Springs, Kentucky, and Linda Clayton, City Clerk, of the City of Plum Springs, Kentucky, acting on behalf of said City.

My commission expires:
01-06-2010

Maria B. Smith
Notary Public, State at Large

This Instrument prepared by:


Amy Milliken
Warren County Attorney, Amy Milliken

and

Robert Chaudoin
Robert Chaudoin
Attorney for the City of Plum Springs

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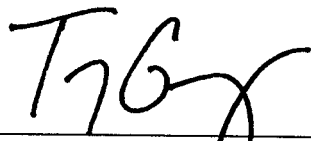
THE FOREGOING INTERLOCAL COOPERATION AGREEMENT WAS APPROVED BY
THE DEPARTMENT FOR LOCAL GOVERNMENT OF THE COMMONWEALTH OF
KENTUCKY AS OF 5/21, 2007, PURSUANT TO KRS 65.260

By: 
Hon. Steve Robertson
Title Commissioner
Governor's Office for Local Development

CERTIFICATE AS TO FILING WITH
THE SECRETARY OF STATE

The Undersigned Secretary of State of the Commonwealth of Kentucky, hereby certifies that the foregoing
Interlocal Cooperation Agreement has been duly filed with the Secretary of State of the Commonwealth of
Kentucky pursuant to Kentucky Revised Statutes 65.290.


DATED this 31st day of May 2007.


Secretary of State of the
Commonwealth of Kentucky

CERTIFICATE OF COUNTY CLERK AS TO
FILING OF THE COPY OF THE INTERLOCAL COOPERATION
AGREEMENT IN THEIR OFFICE

The Warren County Clerk, by signing at the designated place and filling in the date indicated, certifies
that a copy of the foregoing Interlocal Cooperation Agreement was duly filed in her office on the date
indicated, pursuant to Kentucky Revised Statute 65.290.

I hereby certify that the foregoing Interlocal Agreement was filed within my office on this the
25 day of 5, 2007.


Dot Owens
Warren County Clerk

DOCUMENT NO: 597556
RECORDED ON: JUNE 04, 2007 02:39:03PM
TOTAL FEES: \$55.00
COUNTY CLERK: DOROTHY OWENS
COUNTY: WARREN COUNTY
DEPUTY CLERK: PENNY CLARK
BOOK MC16 PAGES 41 - 57

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E. **MS4** - The term MS4 (multiple separate storm sewer system) shall be defined according to 40 CFR 122.26(b)(8), to mean a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law)...including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges into waters of the United States; (ii) Designed or used for collecting or conveying storm water; (iii) Which is not a combined sewer; and (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.

F. **Storm Water Manager** – The term Storm Water Manager shall mean the individual appointed by the Agency Administrator to manage the Phase II Storm Water Management Program for the County of Warren and the City of Plum Springs.

G. **Phase II Storm Water Management Program** – shall mean regulations published by the U.S. Environmental Protection Agency entitled “National Pollutant Discharge Elimination System – Regulations for Revision of the Water Pollution Control Program Addressing Storm Water Discharges” as published in the Federal Register Volume 64, 235, Pages 68722-68852 on December 8, 1999 pursuant to Section 402(p) of the Clean Water Act.

Section II. Authority and Creation

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Warren County, Kentucky, and the City of Plum Springs have agreed to authorize the creation of a joint storm water sewer agency, pursuant to KRS 76.232. Immediately upon the passage of this Ordinance and upon the signing of the Interlocal Agreement, by both the City and the County, the Agency shall be fully established, pursuant to the powers granted to the Warren Fiscal Court and the City of Plum Springs under Kentucky Revised Statutes, including but not limited to KRS 67.080, KRS 67.083, and KRS 76.010 to 76.279.

Section III. Purpose

The City and County establish the Agency to promote the public health, safety and welfare, throughout the Agency's jurisdiction, by implementing all mandates imposed upon the City and County by the Phase II Storm Water Management Program.

Nothing contained herein shall permit the Agency to duplicate sanitary sewer service or potable water service provided, presently or in the future, by the Warren County Water District and/or Bowling Green Municipal Utilities. The provision of potable water and sanitary sewer service shall remain exclusively within the authority and purpose of the Warren County Water District and/or Bowling Green Municipal Utilities, depending upon the service area.

Section IV. Powers

The Agency shall have all the rights, privileges and powers granted to a joint sewer agency by KRS 76.232(4), subject only to the specific terms of this Ordinance. Whenever a provision of this Ordinance conflicts with the provisions of KRS 76.010 and KRS 76.279, the provisions of this Ordinance shall control. However, if any provision of this Ordinance is found to be unlawful or inconsistent with the statutory scheme for joint

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sewer agencies, contained in KRS 76.010 to KRS 76.279, the provisions of state law shall control.

Section V. Jurisdiction

The service area and jurisdiction of the Agency shall encompass the entire area of Warren County, exclusive only of incorporated areas of the City of Bowling Green, as the city of Bowling Green administers and funds its own, Phase II Storm Water Management Program(s). Pursuant to KRS 67.080 and 67.083 (3)(c),(h),(i), and (j), and (7) all unincorporated and incorporated areas within Warren County, Kentucky, shall be specifically included, as this Agency shall be responsible for overseeing all Phase II Storm Water Management and in order to fairly distribute this obligation amongst the citizens of Warren County, it is necessary that all areas be included, unless they specifically (as the City of Bowling Green) have already implemented a permitted Phase II Storm Water Management Program.

Section VI. Name

The Agency shall be known as the **Plum Springs and Warren County Joint Storm Water Sewer Agency**, which shall be a public corporate body, political subdivision, contract and be contracted with, and perform all other powers as described in KRS 76.010 to KRS 76.279.

Section VII. Governing Body

The business, activities and affairs of the Agency shall be managed, controlled and conducted by the Agency Administrator, pursuant to the authority granted in KRS 76.232(5).

Section VIII. Assumption of Assets and Liabilities

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Upon its creation the Agency shall assume responsibility, authority and control over the MS4s, of the County of Warren and the City of Plum Springs. At the same time, the Agency shall assume all debt and liability of the storm water systems, and assume all liabilities or debt that the City may have incurred to the County for their past pro-rata cost of implementation, and compliance with, the Federally mandated storm water programs, and the Agency shall further assume all responsibilities for compliance and administration of the MS4s Storm Water Management System. The Agency shall assume any liabilities during any future construction, operation and/or management of the MS4s.

Section IX. Financing - Revenue Bonds

The activities, as stated in the purpose section, shall be financed by fees, rentals and charges collected throughout the jurisdiction, as authorized by the Agency.

The Agency may issue negotiable interest-bearing revenue bonds under such terms as it may be established in accordance with KRS 76.150; provided, however, that prior approval by the City and County shall be required.

The Agency shall, after a recommendation from the Storm Water Manager, establish and collect storm water fees, rates, rentals or charges for services provided and establish how these fees, rates, rentals or charges will be collected. Review and approval of these established fees, rates, rentals or charges, along with the collection method shall be subject to review by City and County and may be rejected or revised by a Joint Ordinance of and between the City and the County.

After the initial establishment of fees, annual increases may not exceed the CPIU, as federally published, without prior approval from both the City and the County. Said approval shall be in the form of a Resolution by both the City and County.

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Any fees, rentals or charges shall only be used for the furtherance of this Agency and their purpose, as stated within this Ordinance.

Section X. No Liability As to Flooding Of Any Kind

This Ordinance does not imply that property subject to the jurisdiction of this Agency shall be free of flooding or flood damage, or that the MS4 systems, as they currently exist or may be improved, are currently or completely capable of handling all storm events. This Ordinance shall not create any liability on the part of, or create a cause of action against, any of the parties to this agreement for any flood damage that may result from storms or the runoff therefrom. Nor does this Ordinance have any relationship to flood insurance where otherwise required.

Section XI. Incorporation of Statutes

All other rights, duties and powers granted to this Agency contained in KRS 76.010 to KRS 76.279, which are not inconsistent with the provisions of this Ordinance are hereby incorporated by reference.

Section XII. Ordinances Incorporated by Reference

The County, under the requirements of the State and Federal Governments, enacted several Ordinances to ensure compliance and allow for enforcement procedures with MS4s, those Ordinances are WC-06-17 and WC-06-21. These Ordinances are incorporated by reference within this Ordinance.

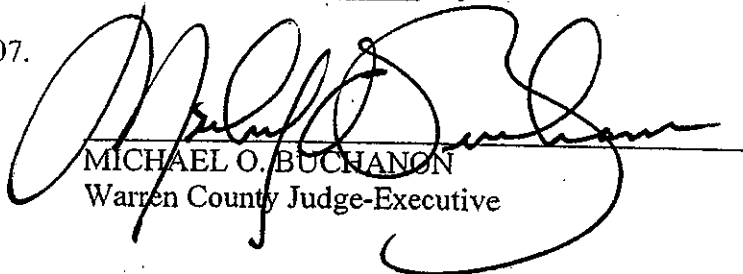
Section XIII. Interlocal Agreement

As provided in 76.232(3) an identical agreement as attached hereto as Exhibit A and incorporated by reference, as if it were a part.

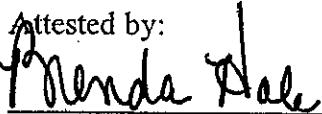
Section XIV. Severability

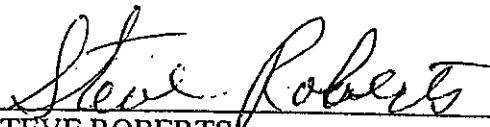
Should any provision, section, paragraph, sentence, portion of any sentence or any other portion of this Ordinance be declared unconstitutional, invalid, or otherwise unenforceable, such determination shall not impair or affect any other portion of this Ordinance, it being the legislative intent to ordain and enact each part of this Ordinance independently of all other parts and in accordance with the laws of the Commonwealth of Kentucky.

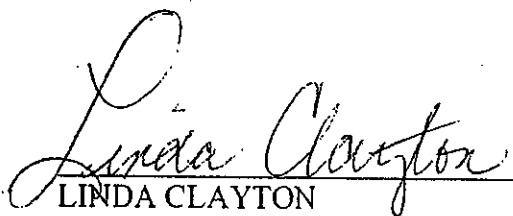
This Ordinance was given first reading on this the 12 day of April, 2007, was given a second reading on this the 23 day of April, 2007, and adopted on this the 23 day of April, 2007.


MICHAEL O. BUCHANON
Warren County Judge-Executive

Attested by:


BRENDA HALE
Warren County Fiscal Court Clerk


STEVE ROBERTS
Mayor - City of Plum Springs


LINDA CLAYTON
Plum Springs City Clerk

K1-A-22

THE FOREGOING INTERLOCAL COOPERATION AGREEMENT WAS APPROVED BY THE DEPARTMENT FOR LOCAL GOVERNMENT OF THE COMMONWEALTH OF KENTUCKY AS OF _____, 2007, PURSUANT TO KRS 65.260

By: _____

Title: _____

CERTIFICATE AS TO FILING WITH
THE SECRETARY OF STATE

The Undersigned Secretary of State of the Commonwealth of Kentucky, hereby certifies that the foregoing Interlocal Cooperation Agreement has been duly filed with the Secretary of State of the Commonwealth of Kentucky pursuant to Kentucky Revised Statutes 65.290.

DATED this _____, 2007.

Secretary of State of the
Commonwealth of Kentucky

CERTIFICATE OF COUNTY CLERK AS TO
FILING OF THE COPY OF THE INTERLOCAL COOPERATION
AGREEMENT IN THEIR OFFICE

The Warren County Clerk, by signing at the designated place and filling in the date indicated, certifies that a copy of the foregoing Interlocal Cooperation Agreement was duly filed in her office on the date indicated, pursuant to Kentucky Revised Statute 65.290.

I hereby certify that the foregoing Interlocal Agreement was filed within my office on this the _____ day of _____, 2007.

Dot Owens
Warren County Clerk

This entire file was given to Amy to send to the Secretary of State. She will get the proper signatures on this form.

*Brenda
5/11/07*

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