ORDINANCE NO. 2010-06
INTRODUCED BY: Mayor Rinker and Council as a Whole

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A PARTNERSHIP AGREEMENT AMONG THE COMMUNITIES OF THE EUCLID CREEK WATERSHED COUNCIL IN ACCORDANCE WITH THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT AND THE EUCLID CREEK WATERSHED COUNCIL

WHEREAS, in 2000, the ten municipalities in the Euclid Creek Watershed organized informally with the assistance of the Northeast Ohio Areawide Coordinating Agency ("NOACA") to form a Euclid Creek Watershed Council ("ECWC") to address common environmental, storm water and development concerns in the Euclid Creek Watershed; and

WHEREAS, in 2001, NOACA obtained a grant from the Ohio Lake Erie Protection Fund to develop a regional storm water program model and to undertake a demonstration of the use of this model with the Euclid Creek communities; and

WHEREAS, nine of the communities, one of those being Mayfield Village, agreed to provide matching funds for and to cooperate with this effort; and

WHEREAS, NOACA contracted with the Cuyahoga Soil and Water Conservation District ("SWCD") to serve as watershed coordinator for this demonstration effort; and

WHEREAS, in 2002, the SWCD obtained a grant from the Ohio Department of Natural Resources ("ODNR") for a watershed coordinator position for Euclid Creek; and

WHEREAS, in 2004, the ECWC established by-laws as an operational organization with governance; and

WHEREAS, since 2004 the program has developed a Euclid Creek Watershed action plan, established an annual public involvement and education program plan, and brought over $1.7 million to implement its programs and planned recommendations for improvement; and

WHEREAS, as 2008 began, the planning and organizational development objectives decreased and implementation objectives were furthered; and

WHEREAS, the purpose of the Memorandum of Understanding is to facilitate the implementation of the 2006 State of Ohio fully endorsed Watershed Action Plan for the Euclid Creek Watershed; and

WHEREAS, the Village, as a participating community in the Euclid Creek Watershed Council, wishes to acknowledge the terms of the Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District and the Euclid Creek Watershed Council; and

WHEREAS, further, the Village wishes to authorize the Mayor to enter into a Partnership Agreement among the communities of the Euclid Creek Watershed Council committing the Village to the goals of the Euclid Creek Watershed Council and authorizing financial participation by the Village in an amount not to exceed forty-five hundred dollars ($4,500) per year for years 2010 and 2011 and fifty-five hundred dollars ($5,500) in 2012.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Mayor is authorized and directed to enter into a Partnership Agreement as a participating community in the Euclid Creek Watershed Council in accordance with the Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District and the Euclid Creek Watershed Council as more fully set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. That the Director of Finance is authorized to provide an annual payment to the Euclid Creek Watershed Council in an amount not to exceed forty-five hundred dollars ($4,500) per year for years 2010 and 2011 and fifty-five hundred dollars ($5,500) for the year 2012.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the health, safety and welfare of the residents of Mayfield Village, Ohio. It shall, therefore, take effect immediately upon the passage by the affirmative vote of

not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

WILLIAM BUCKHOLTZ
Council President

First Reading: February 15, 2010

Second Reading: Suspended 2010

Third Reading: Suspended 2010

PASSED: February 15, 2010

BRUCE G. RINKER, Mayor

APPROVED AS TO FORM:

JOSEPH W. DIEMERT, JR.
DIRECTOR OF LAW

ATTEST: Mary E. Betsa
MARY E. BETSA,
Clerk of Council

MEMORANDUM OF UNDERSTANDING
Between the

CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT
And
The EUCLID CREEK WATERSHED COUNCIL

This Memorandum of Understanding (MOU) is made and entered into by and between the Cuyahoga Soil and Water Conservation District (SWCD), hereinafter referred to as the District, and the Euclid Creek Watershed Council (ECWC), hereinafter referred to as the Council.

Background and Purpose

In 2000, the ten municipalities in the Euclid Creek Watershed organized informally with the assistance of the Northeast Ohio Areawide Coordinating Agency (NOACA) to form a **Euclid Creek Watershed Council** to address common environmental, storm water and development concerns in the Euclid Creek Watershed.

In 2001, NOACA obtained a grant from the Ohio Lake Erie Protection Fund to develop a regional storm water program model and to undertake a demonstration of the use of this model with Euclid Creek Communities. Nine of the communities in Euclid Creek agreed to provide matching funds for and to cooperate with this effort. NOACA contracted with the SWCD to serve as watershed coordinator for this demonstration effort.

In 2002, the SWCD obtained a grant from the Ohio Department of Natural Resources (ODNR) for a Watershed Coordinator position for Euclid Creek, this six-year declining matching grant expires December 31, 2008.

In 2004, the ECWC established by-laws as an operational organization with governance.

Since 2004, the program has developed a Euclid Creek Watershed Action Plan, established an annual public involvement and education program plan, and brought over $1.7 million to implement its programs and plan recommendations for improvement. As 2008 begins, the planning and organizational development will be decreased and implementation will continue to rise.

The purposes of this agreement are to:

Facilitate implementation of the 2006 State of Ohio fully endorsed Watershed Action Plan for the Euclid Creek;

Promote coordinated participation of local units of government in the implementation of the plan; and,

Coordinate implementation of the Public Involvement & Public Education (PIPE) program of the ECWC member communities.

Program Appropriation

Annual appropriation for the Euclid Creek Watershed Coordinator and for the Public Involvement & Public Education Activities (*Minimum Control Measures 1 & 2)* will not exceed $5,500 per Community. These services may be billed on a semi-annual basis. The City will provide a Purchase Order for the annual appropriation to the SWCD.

The Cuyahoga SWCD agrees to:

Provide a Watershed Coordinator for the Euclid Creek Watershed and supervise the position;

Provide staff support to the Euclid Creek Watershed Council;

Coordinate the Euclid Creek Watershed Council meetings and sub-committees, including the PIPE Committee, Technical Committee and Volunteer Monitoring Committee, and assist in agenda and minute preparation;

Provide support to local communities for watershed improvement projects and coordinate with local communities on watershed goals and their implementation within the context of community goals, the Watershed Action Plan and Total Maximum Daily Load (TMDL) document recommendations;

Encourage broad based-stakeholder involvement in the watershed implementation process;

Conduct and coordinate the Public Involvement & Public Education (PIPE) Minimum Control Measures 1 & 2 for the NPDES Phase II requirements, working with the Community(s) to provide PIPE services listed in the City's Storm Water Management Plan and / or others mutually agreed upon. The goal of the public involvement and public education program is to reach diverse stakeholders, including community residents, community staff, school children, etc., through the following services:

1. SWCD staff and the Watershed Council's PIPE Committee will coordinate activities and facilitate their implementation with feedback from the City's Storm Water Coordinator or designee.
2. SWCD staff will attend City council meetings, as requested.
3. On the behalf of the Euclid Creek Watershed Council and its member communities, the SWCD will participate in the Northeast Ohio Public Involvement and Public Education Work group (NEO PIPE). Products produced by the NEO PIPE Work Group will be provided to the City for outreach efforts.
4. SWCD will create a poster for display purposes that can be used on an annual basis; staff will work with the City to determine suitable locations for maximum exposure.
5. SWCD will work with the Watershed Council's PIPE Committee in identifying a local water quality event, in planning the event, in assisting in event promotion, and in identifying partnerships with various community stakeholders. Water quality events may include stream clean ups, drain stenciling, water festivals or other activities to engage the public.
6. SWCD will establish an annual water quality or watershed theme for the PIPE program.
7. Over the life of the permit, PIPE programming will reach 50% of the population of the member communities of the Euclid Creek Watershed Council.
8. Provide 2-4 water quality or watershed-related factsheets for the Community's display and/or other uses on a quarterly basis.
9. Provide 4 water quality or watershed focused articles per year for publication in the Community newsletter or website. The SWCD will work with the appropriate staff person to place the information in Community publications.

10. SWCD will distribute 3 Euclid Creek e-newsletters per year.
11. SWCD will update events and information on the Euclid Creek Watershed website.
12. Publicize and / or provide educational programs or events for students and teachers in grades K-12, including, but not limited to Envirothon, Conservation Day, and Forestry Camp.
13. SWCD will coordinate an annual teacher workshop or provide tools with current, age-related curricula related to soils, water quality, and / or watersheds.
14. SWCD will seek opportunities to maximize impact and minimize additional program costs related to printing large quantities of selected materials that become available to the public.
15. SWCD will provide an annual report of all activities undertaken, including copies of all fliers, notices, and types of stakeholders reached, attendance records and any data collected in the formatting required by Ohio EPA, to each community for incorporating into its annual submission of the storm water management program to OEPA.
16. SWCD will work with the Euclid Creek Watershed communities to educate them about the new requirements of the second NPDES general permit for PIPE program as they develop, related to the program decision process, performance standards, and annual reporting requirements.

Serve as fiscal agent for the Euclid Creek Watershed Council.

SWCD's Role Related to General Technical Assistance

The SWCD will provide technical advice on planning issues, including:

1. Local legislation that requires universal application of accepted best management practices at construction sites;
2. Sound storm water management;
3. Protection of sensitive natural areas;
4. General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands or other unique areas that are planned for development;
5. Recommendations for stream bank and wetlands restoration, slope erosion control; and,
6. Small drainage systems and wildlife habitat enhancements.

Agreed Procedures

That the SWCD is a conservation technical and educational assistance agency and therefore is not granted regulatory authority in the Ohio Revised Code.

That the working relationship will be defined to include open lines of communications with appropriate departments. The SWCD and the Community will work with the PIPE Committee and the Watershed Council to develop an annual work plan and to exchange information.

SWCD will provide a written annual summary, relevant to its role, as outlined in this MOU. The Watershed Communities will submit an Annual Report to the Ohio EPA, which will include, but is not limited to the summary provided by SWCD, as required by its Storm Water Permit.

That the standards and specifications developed by the Communities shall take precedence in planning and application of conservation measures. Where the Community's policies are moot, the standards of the USDA, Natural Resources Conservation Service and the current edition of Ohio's "Rainwater and Land Development" manual will be used in planning and application of conservation measures.

That all parties will review quality of assistance and address concerns as they arise.

That credit will be given jointly to the SWCD and the Euclid Creek Watershed Council Communities in natural resource / NPDES related publications prior to publication.

All services of the SWCD is offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.

The Communities recognize the SWCD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.

This working agreement may be amended or terminated at any time by mutual consent of both parties, or the agreement may be terminated by either party giving thirty (30) days notice in writing to the other, upon which the annual funding allocation paid in advance by the City shall be refunded on a pro-rata basis.

The Euclid Creek Watershed Council, acting on behalf of its member communities, agrees to:

Cooperate with the Euclid Creek Watershed Coordinator in implementing the Watershed Action Plan for Euclid Creek.

Operate the Euclid Creek Watershed Council as a forum for advising on the implementation of the Euclid Creek Watershed Action Plan.

The Euclid Creek Watershed Council through its PIPE Committee will cooperate with the SWCD in the development of the PIPE Outreach Strategy Document.

Provide funding necessary to support the SWCD Watershed Coordinator position for the Euclid Creek.

Identification of Key Personnel

For the Cuyahoga SWCD, the supervisor of the Watershed Coordinator is:

1) Janine Rybka, District Administrator
   Cuyahoga SWCD
   6100 West Canal Road
   Valley View, Ohio 44125
   Phone: (216) 524-6580
   Fax: (216) 524-6584
   E-mail: jrybka@cuyahogaswcd.org

2) Claire Posius, Euclid Creek Watershed Coordinator
   Cuyahoga SWCD
   6100 West Canal Road

   Valley View, Ohio 44125
   Phone: (216) 524-6580
   FAX: (216) 524-6584
   E-mail: cposius@cuyahogaswcd.org

3) Chair, Euclid Creek Watershed Council

Participating Communities in the Euclid Creek Watershed Council:

(Refer to *Exhibit A* for the Partnership Agreement.)

City of Beachwood
City of Cleveland
City of Euclid
Ciyt of Highland Heights
City of Lyndhurst
City of Mayfield Heights
City of Richmond Heights
City of South Euclid
Village of Mayfield

Term of Agreement

This agreement will become effective when signed by the Chairs of the Euclid Creek Watershed Council (ECWC) and the SWCD and will continue in force and effect for a period of four (4) years from January 1, 2009 to December 31, 2012 unless terminated earlier by agreement of either party. This agreement may be amended only by written instrument duly executed by the ECWC and the SWCD. The ECWC and the SWCD will annually review this agreement.

Signed by duly authorized officers of the ECWC and the SWCD on the day and year written below.

Euclid Creek Watershed Council

By_____ _____, 2008
(Mayor Georgine Welo, Chair)

Cuyahoga Soil and Water Conservation District

By_____ _____, 2008
(Ruth Skuly, Chair, Board of Supervisors)

EXHIBIT A

PARTNERSHIP AGREEMENT
among the
COMMUNITIES OF THE EUCLID CREEK WATERSHED COUNCIL

I. Purpose

This agreement outlines the roles and responsibilities of the Euclid Creek communities for the Euclid Creek Watershed Council (ECWC).

The goals of the Euclid Creek Watershed Council are to promote interjurisdictional cooperation in addressing watershed issues in the Euclid Creek watershed including cooperation with the Euclid Creek Watershed Coordinator to implement the Watershed Action Plan for Euclid Creek.

II. Scope of Partnership Agreement

The geographic area of the Partnership Agreement is the entire watershed of the Euclid Creek.

The scope of this agreement includes the continuation of the Watershed Council, formed in 2003 to promote interjurisdictional cooperation in watershed planning in the Euclid Creek.

This agreement is based upon the organizational structure outlined in the By Laws of the Euclid Creek Watershed Council, ratified as of January 22, 2004 by the nine ECWC communities (*Attachment A*).

The agreement will be reviewed annually by the participating communities.

III. Watershed Council

A. The undersigned communities commit to the goals of the Euclid Creek Watershed Council (as outlined in *Purpose* Section I).

B. The undersigned organizations agree to constitute a Steering Committee for the Council to serve the following functions:
   1. Annually formulate and update a Euclid Creek Watershed Agenda.

   2. Participate in a watershed-wide public outreach program concerning watershed issues.

   3. Oversee preparation of annual reports to the Euclid Creek communities describing the Euclid Creek Watershed Program goals and progress toward their achievement.

C. Each Partner community will abide by the established rules set in the By Laws of the Euclid Creek Watershed Council in *Attachment A*.

IV. Financial Participation

Member communities agree to financially support the Euclid Creek Watershed Council according to the funding plan attached in *Attachment B*. Funding will be used to support the Euclid Creek Watershed program, including the Euclid Creek Watershed Coordinator position. The Cuyahoga SWCD is recognized as the fiscal agent for the Euclid Creek Watershed Council.

V. Effective Date and Time Frame of Partnership Agreement

This agreement is effective on the date that it has been executed by a majority of the undersigned communities. This agreement will be reviewed at least annually and modified as appropriate, with concurrence by all signatories.

VI. Authorizing Signatures

IN WITNESS WHEREOF, the following parties have caused this Agreement to be executed .

PARTICIPATING COMMUNITIES

PARTICIPATING COMMUNITIES OF THE EUCLID CREEK WATERSHED COUNCIL:

Village of Mayfield

Honorable Bruce G. Rinker, Mayor

Date: 3/21/10

Attachment B

Annual Funding Allocation for Euclid Creek Watershed Coordinator: Years 2009 through 2012 (January 1, 2009 through December 31, 2012)

The following annual funding allocation for years 2009 through 2012 was agreed to by the Euclid Creek Watershed Council on October 11, 2007:

City of Beachwood	$5,500.00
City of Cleveland	$5,500.00
City of Euclid	$5,500.00
City of Highland Heights	$5,500.00
City of Lyndhurst	$5,500.00
City of Mayfield Heights	$5,500.00
Village of Mayfield	*
City of Richmond Heights	$5,500.00
City of South Euclid	$5,500.00
Total	$49,500.00

* $0.00 for 2009
  $4,500.00 for 2010 – 2011
  $5,500.00 for 2012