

ORDINANCE NO. 2012-27

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 five thousand five hundred dollars (\$5,500) per year for four years (2013-2016).

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 five thousand five hundred dollars (\$5,500) per year for four years (2013-2016).

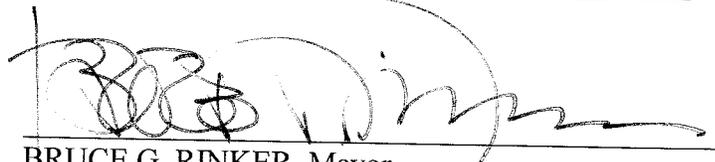
SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to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

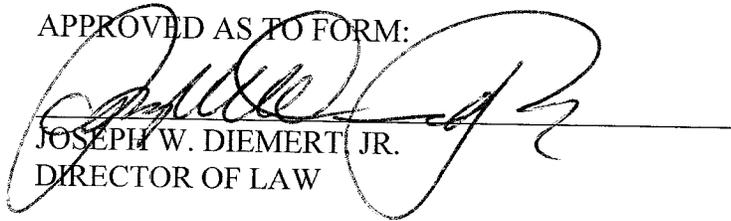
SECTION 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the health, safety and welfare of the residents of Mayfield Village,

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: September 17, 2012
Second Reading: October 15, 2012
Third Reading: Suspended 2012
PASSED: October 15, 2012


BRUCE G. RINKER, Mayor

APPROVED AS TO FORM:

JOSEPH W. DIEMERT JR.
DIRECTOR OF LAW

ATTEST: 
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 SWCD, and the Euclid Creek Watershed Council (ECWC), hereinafter referred to as the Council.

Background and Purpose

In 2000, 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 expired 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 (WAP), established an annual public involvement and education program plan, a volunteer water monitoring program, and brought in over \$3.78 million to implement its programs and plan recommendations for improvement. In 2008, planning and organizational development decreased and WAP implementation continued to rise.

In 2008, the SWCD obtained a grant from the ODNR for the Watershed Coordinator position for Euclid Creek, this three-year matching grant expired December 31, 2011.

In 2011, the SWCD obtained a grant from the ODNR for the Watershed Coordinator position for Euclid Creek, this three-year matching grant expires December 31, 2014. As 2012 begins, implementation of the Watershed Action Plan is the primary role of the Watershed Coordinator.

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 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 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 PIPE 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 Community's Storm Water Coordinator or designee.
2. SWCD staff will attend council meetings and/or storm water or drainage committee 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 Communities for outreach efforts.
4. SWCD will establish an annual water quality or watershed theme for the PIPE program.
5. District staff will provide a yearly Outreach Strategy to the Community indicating the yearly theme, theme rationale, and overall goals. Additionally, the Outreach Strategy will outline public education and public involvement outreach messages, target audiences, delivery methods and tracking/evaluation techniques.
6. SWCD will create a theme related poster for display purposes that can be used on an annual basis; SWCD staff will work with the Community to determine suitable locations for maximum exposure.
7. SWCD will work with the Watershed Council's PIPE Committee in identifying a local water education event, in planning the event, in assisting in event promotion, in implementing the

- event, and in identifying partnerships with various community stakeholders. Event(s) may include stream clean ups, storm drain stenciling, rain barrel workshops, water festivals or other activities to engage the public.
8. Over the life of the permit, the PIPE programming will reach 50% of the population of the member communities of the Euclid Creek Watershed Council.
 9. SWCD will provide 2-4 water quality or watershed-related factsheets for the Community's display and/or other uses on a quarterly basis.
 10. SWCD will provide quarterly storm water articles for publication in the Community newsletter or website. SWCD will work with the appropriate staff person to place the information in Community publications.
 11. SWCD will provide a package of watershed education materials for the Community to display for residents three times a year. SWCD will work with the Community to establish the best location for dissemination of these materials.
 12. SWCD will provide notices of educational programs or events for students and teachers in grades K-12, including, but not limited to SWCD sponsored events such as 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, storm water, and / or watersheds.
 14. SWCD will distribute three Euclid Creek e-newsletters per year.
 15. SWCD will update events and information on the Euclid Creek Watershed website.
 16. SWCD will provide an Annual Report of all activities undertaken to each community for incorporating into its annual submission of the storm water management program to OEPA. Copies of all flyers, notices, types of stakeholders reached, attendance records, and any data collected in the formatting required by Ohio EPA will be maintained and stored at the SWCD offices.
 17. 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.
 18. SWCD will work with the Euclid Creek Watershed communities to educate them about new requirements of the NPDES general permit for the 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

1. The SWCD will provide limited technical services, related to erosion and sediment control and storm water management, specifically to assist in the development of local ordinances to promote universal application of best management practices at construction sites.
2. The SWCD will provide limited technical services to the Euclid Creek Watershed communities on matters related to:
 - a. Sound storm water management through accepted best management practices;
 - b. General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands or other unique areas that are planned for development;
 - c. Protection of sensitive natural areas;
 - d. Recommendations for stream bank and wetlands restoration, slope erosion control, small drainage systems and wildlife habitat enhancements.

Community's Role Related to Public Education and Public Involvement and General Technical Assistance

1. The Community will designate a Storm Water Coordinator, to serve as the Community's liaison for the storm water pollution prevention program.

Agreed Procedures

1. That the SWCD is a conservation technical and educational service agency and therefore is not granted regulatory authority in the Ohio Revised Code.
2. That each Watershed Community recognize the environmental and economic functions of open spaces, such as wetlands, stream corridors, ravines, woodlands and fields as worthy of the Community's protection.
3. 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 with the goal of developing a multi-disciplinary approach to resource management.
4. SWCD will provide a written annual summary, relevant to its role, as outlined in this MOU. Each Watershed Community will submit the Annual Report to the Ohio EPA, which will include, *but is not limited to*, the summary provided by SWCD, as required by its NPDES Storm Water Phase II Permit. Each Community assumes full responsibility for completion and submittal of their Annual Report to the Ohio EPA.
5. That each Watershed Community disseminate program information provided by the SWCD in a timely manner to residents.
6. That the standards and specifications developed by the Community shall take precedence in planning and application of conservation measures. Where the Community's policies are moot, the standards of the U.S. Department of Agriculture, 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.
7. That all parties will review quality of service and address concerns as they arise.
8. That credit will be given jointly to the SWCD and the Euclid Creek Watershed Council Communities in natural resource / NPDES Phase II related publications prior to publication.
9. That 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.
10. That all services of the SWCD are offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.

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 Community 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.

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, ext. 13
Fax: (216) 524-6584
E-mail: jrybka@cuyahogawcd.org
- 2) Claire Posius, Euclid Creek Watershed Coordinator
Cuyahoga SWCD
6100 West Canal Road
Valley View, Ohio 44125
Phone: (216) 524-6580, ext.16
Fax: (216) 524-6584
E-mail: cposius@cuyahogawcd.org
- 3) Chair, Euclid Creek Watershed Council

Participating Communities in the Euclid Creek Watershed Council:

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

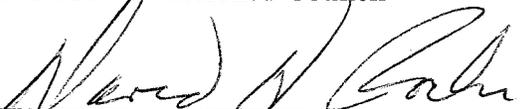
- City of Beachwood
- City of Cleveland
- City of Euclid
- City of Highland Heights
- City of Lyndhurst
- City of Mayfield Heights
- City of Richmond Heights
- City of South Euclid
- Village of Mayfield

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, 2013 to December 31, 2016 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  Oct 25, 2012
(Richmond Heights Council President
David Roche, Chair)

Cuyahoga Soil and Water Conservation District

By  11/20, 2012
(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 Euclid Creek 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 Work Plan.
 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

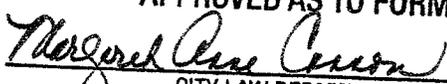
**PARTICIPATING COMMUNITIES OF THE EUCLID CREEK WATERSHED
COUNCIL:**

City of Beachwood



Honorable Merle S. Gorden, Mayor

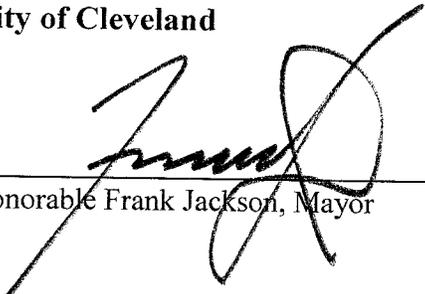
Date: 9/4/12

APPROVED AS TO FORM


CITY LAW DEPARTMENT
MARGARET ANNE CANNON, LAW DIRECTOR
REBECCA K. SCHALTENBRAND, ASSISTANT LAW DIRECTOR
25325 FAIRMOUNT BOULEVARD
BEACHWOOD, OHIO 44122
(216) 595-5462

**PARTICIPATING COMMUNITIES OF THE EUCLID CREEK WATERSHED
COUNCIL:**

City of Cleveland



Honorable Frank Jackson, Mayor

Date: _____

9-6-12

**PARTICIPATING COMMUNITIES OF THE EUCLID CREEK WATERSHED
COUNCIL:**

City of Euclid

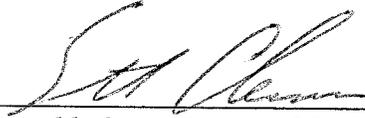


Honorable Bill Cervenik, Mayor

Date: 10/25/12

**PARTICIPATING COMMUNITIES OF THE EUCLID CREEK WATERSHED
COUNCIL:**

City of Highland Heights

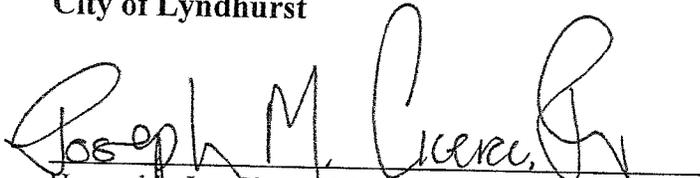


Honorable Scott Coleman, Mayor

Date: 10 / 25 / 12

**PARTICIPATING COMMUNITIES OF THE EUCLID CREEK WATERSHED
COUNCIL:**

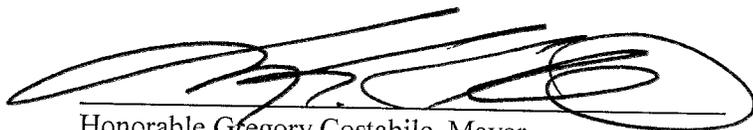
City of Lyndhurst


Honorabile Joe Cicero, Mayor

Date: 9/19/12

**PARTICIPATING COMMUNITIES OF THE EUCLID CREEK WATERSHED
COUNCIL:**

City of Mayfield Heights

A handwritten signature in black ink, appearing to read 'Gregory Costabile', written over a horizontal line.

Honorable Gregory Costabile, Mayor

Date: November 12, 2012

**PARTICIPATING COMMUNITIES OF THE EUCLID CREEK WATERSHED
COUNCIL:**

City of Richmond Heights

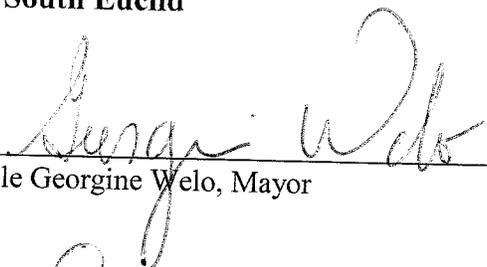


Honorable Daniel J. Ursu, Mayor

Date: 9/27/12

**PARTICIPATING COMMUNITIES OF THE EUCLID CREEK WATERSHED
COUNCIL:**

City of South Euclid

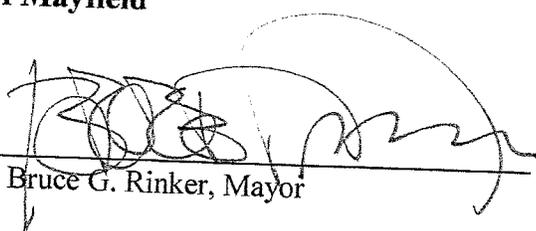


Honorable Georgine Welo, Mayor

Date: September 26, 2012

**PARTICIPATING COMMUNITIES OF THE EUCLID CREEK WATERSHED
COUNCIL:**

Village of Mayfield



Honorable Bruce G. Rinker, Mayor

Date: _____

10/18/12

Attachment A

BY LAWS OF EUCLID CREEK WATERSHED COUNCIL

RECEIVED AL

The Euclid Creek Watershed Council was organized informally, with the assistance of the Northeast Ohio Areawide Coordinating Agency (NOACA), to address common environmental, storm water, and development concerns in the Euclid Creek watershed.

ARTICLE I NAME AND PURPOSE

- Section 1. The name of the organization shall be the Euclid Creek Watershed Council
- Section 2. The Euclid Creek Watershed Council is organized "to promote inter-jurisdictional cooperation in addressing watershed issues in the Euclid Creek watershed, including cooperation with the Euclid Creek Watershed Coordinator to develop a watershed plan for the Euclid Creek." (Partnership Agreement (Exhibit A) found in the formal Memorandum of Understanding between the Euclid Creek Watershed Council and Cuyahoga Soil and Water Conservation District, ratified May 12, 2003"

ARTICLE II STEERING COMMITTEE

Section 1: Membership.

The affairs and business of the Council shall be managed by a Steering Committee, composed of the mayor of each city in the watershed or his/her official designee. The Watershed Coordinator will also be a member of the Steering Committee. Each mayor in the watershed will appoint an official designee, in writing, to the Watershed Council.

Section 2: Election and Term of Office.

The term of each Steering Committee member shall be for as long as he/she is *servng his/her term of office*.

Section 3: The Steering Committee.

The Steering Committee shall have all the powers and duties necessary or appropriate for the administration of the affairs of the Council.

Section 4: Quorum.

Except as otherwise provided by law or these By Laws, a majority of the Steering Committee members of at least 2/3 of the voting members, who have been duly appointed at any given time and whose names and addresses have been recorded by the Secretary of the Council and who have not resigned shall be necessary to constitute a quorum for a meeting of the Steering Committee; provided, if at any meeting of the Steering Committee there shall be present less than a quorum, a majority of those present may adjourn the meeting from time to time without any notice other than by announcement at the meeting of the time and place to which the meeting is adjourned until a quorum shall attend.

Section 5: Meetings.

Regular meetings of the Steering Committee shall be held on such dates and at such times and place within the State of Ohio as the Steering Committee may designate. There shall be at least three (3) Regular meetings per calendar year.

A Special Meeting of the Steering Committee may be called by the Chair, Co-Chair, Secretary, or any three (3) Steering Committee members, on such date and at such time and place within the State of Ohio as shall be specified in the call thereof.

Written notice of each meeting of the Steering Committee, whether regular or special, shall be given to each Steering Committee member by personal delivery or by mail or facsimile, or email at least one week before the time of such meeting. Notice of any meeting may be waived by any Steering Committee member before or after the meeting by a signed writing and shall be deemed to be waived by any Steering Committee member who shall attend such meeting in person without protesting, prior to or at the commencement of the meeting, the lack of proper notice. Any meeting of the Steering Committee member shall be a legal meeting without notice having been given if attended by all the members of the Steering Committee.

Euclid Creek Watershed Council By-Laws
Adopted by council 1/22/041

A master list of Steering Committee members and all municipal media outlets will be utilized by the Watershed Coordinator; meeting notices will be sent to local media outlets and posted on the Euclid Creek Watershed website, in accordance to the Sunshine Laws.

Section 6: Voting.

The act of a majority of the Steering Committee present at a meeting at which a quorum is present is the act of the Watershed Council, unless the act of a greater number is otherwise required by these By Laws or by law. The Secretary/Watershed Coordinator is a non-voting member of the Steering Committee.

Section 7: Vacancies.

A vacancy in the office of a Steering Committee member shall be filled after consulting with the community where the vacancy occurs, by the Steering Committee for the unexpired portion of such Steering Committee member's term of office.

Section 8: Committees.

The Chair, with the approval of the majority of the Steering Committee, may authorize the delegation to any such committee of any of the authority of the Steering Committee. The powers and duties of such committees shall be such as may be specified by the Chair, with the approval of the majority of the Steering Committee, at the time of appointment to such committees. Vacancies in the membership of any committee may be filled at any time by the Steering Committee.

ARTICLE III
OFFICERS

Section 1: Composition.

The officers of the Watershed Council shall include a Chair, or Co-Chairs, and such other officers as the Steering Committee may consider necessary or appropriate.

Section 2: Term.

The Chair, or Co-Chairs, shall be elected by the affirmative vote of a majority of Steering Committee members present at the first meeting of the year at which a quorum is in attendance, until their respective successors are duly elected and qualified, or until the earlier of their resignation, removal from office or death.

Section 3: Removal.

Any officer elected by the Steering Committee may be removed at any time either with or without cause by the affirmative vote of a majority of the Steering Committee, present at a meeting at which a quorum is in attendance. Any other officer or employee of the Council may be removed at any time by vote of the Steering Committee present at a meeting at which a quorum is in attendance by any committee thereof.

ARTICLE IV
DUTIES OF OFFICERS

Section 1: Chair or Co-Chairs.

The Chair, or Co-Chairs, shall be the Chief Executive officer of the Watershed Council, shall have general supervision of the business affairs and property of the Council and over its several officers, and shall do all acts and execute all documents for and on behalf of the Council, as authorized with the approval of the majority of the Steering Committee, necessary, proper or incidental to all matters relating to the Council. The Chair, or Co-Chairs, shall perform such duties as are prescribed by law, such duties as are usually performed by Chair, or Co-Chairs, of like Councils and such other duties as may be assigned him from time to time by the Steering Committee.

Section 2: Secretary.

When and as required by the Steering Committee, the Secretary, who shall be the Watershed Coordinator, shall attend all meetings of the Steering Committee and shall keep minutes of all the proceedings thereof, and shall record all votes and the minutes of all of the proceedings in a book to be kept for that purpose. He/she shall perform like duties for committees of the Council when so required. He/she shall give, or cause to be given, notice of all meetings of the Steering Committee. The Secretary and Chair, or Co-Chairs, shall sign the records of the Steering Committee's meetings. The Secretary shall execute for or in the name of the Council all endorsements, assignments, transfers, share powers or perform such other duties usually incident to the office of Secretary, and such further duties as shall from time to time be prescribed by the Steering Committee or Chair or Co-Chair. At

any meeting of the Steering Committee at which the Secretary is not present, a secretary pro tempore may be appointed. The Secretary will give notice of all meetings as pursuant to the State Sunshine Laws.

ARTICLE V
NOTICES

Section 1: Notices by mail.

Whenever, under the provisions of these By Laws, notice is permitted to be given to any Steering Committee member by mail or facsimile, it may be given by depositing the same in the post office or letter box addressed to the Steering Committee member or by faxing, at such address as appears on the books of the Council, or in default of such address, at his/her place of residence or usual place of business, last known to the Council; and such notice shall be deemed to be given at the time when the same shall be deposited in the mail or is faxed to the fax address appearing in the books of the Council. Steering Committee members will be asked on an annual basis to submit their preferred method of receiving notice of meetings.

ARTICLE VI
FISCAL YEAR

The fiscal matters of the Council shall be determined by the Steering Committee of the Council.

ARTICLE VII
CONFLICTS OF INTEREST

Section 1: No member of the Steering Committee or officer of the Council shall have any personal financial interest in any contract relating to the operations of the Council, unless authorized by the Steering Committee.

Section 2: Any Steering Committee member having a duality or possible conflict of interest on any matter shall not vote or use his/her personal influence on the matter, shall not contribute to the deliberation, and shall not be counted in determining the quorum for the issue. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting, and the quorum situation.

ARTICLE VIII
NON-DISCRIMINATION

The selection of Steering Committee members, officers and employees of the Council, and the conduct of its activities, shall be without discrimination based upon sex, sexual orientation, color, race, religion and national or ethnic origin.

ARTICLE IX
AMENDMENTS

The Euclid Creek Watershed Partnership Agreement and By Laws, may be amended from time to time by the affirmative vote of two-thirds (2/3) of the voting members.

Ratified as of January 22, 2004 by the ~~Rocky River~~ ^{EUCLID CREEK} Watershed Council members:

City of Beachwood

Merle S. Gorden
Honorable Merle S. Gorden, Mayor

City of Cleveland

Jane L. Campbell
Honorable Jane L. Campbell, Mayor

Handwritten notes and signatures:
9/14/04
Sw.
9/21/04
MAE
mfg
9-23-04
see
9/23/04
BGR
W8/04

Euclid Creek Watershed Council By-Laws
Adopted by council 1/22/04
3

City of Euclid

Bill Cervenik
Honorable Bill Cervenik, Mayor

City Highland Heights

Scott Coleman
Honorable Scott Coleman, Mayor

City of Lyndhurst

Joseph M. Cicero, Jr.
Honorable, Joseph Cicero, Mayor

City of Mayfield Heights

Margaret A. Egersperger
Honorable Margaret A. Egersperger, Mayor

City of Richmond Heights

Daniel J. Ursu
Honorable Daniel J. Ursu, Mayor

City of South Euclid

Georgina Weis
Honorable Georgina Weis, Mayor

Village of Mayfield

Bruce G. Rinker
Honorable Bruce G. Rinker, Mayor

Euclid Creek Watershed Council By-Laws
Adopted by council 1/22/044
4

Attachment B

**Annual Funding Allocation for Euclid Creek Watershed Coordinator:
Years 2013 through 2016 (January 1, 2013 through December 31, 2016)**

The following annual funding allocation for years 2013 through 2016 was agreed to by the Euclid Creek Watershed Council on March 1, 2012:

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	\$5,500.00
City of Richmond Heights	\$5,500.00
City of South Euclid	\$5,500.00
Total	\$49,500.00