

FIRST READING: 3.13.17
SECOND READING: 3.27.17
THIRD READING: 4.10.17

ORDINANCE NO. 12-17

BY: DAVID W. FURRY

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT AND THE CITY OF ROCKY RIVER, ATTACHED HERETO AS EXHIBIT A

WHEREAS: cooperation between the City of Rocky River and the Cuyahoga Soil and Water Conservation District will facilitate solutions to problems encountered by the City as it plans for the development/redevelopment and conservation of the environment including water quality improvements; and

WHEREAS: an agreement regarding responsibilities related to the NPDES Storm Water Phase II permit need to be executed between the City and Cuyahoga Soil and Water Conservation District; and

WHEREAS: the Cuyahoga Solid and Water Conservation District will provide technical assistance and expertise to the City for better conservation of soil and water resources at a cost to the City of Eleven Thousand Dollars (\$11,000.00) for a twelve (12) month term which term shall be renewable at the City's option.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. - That the Mayor be and she is hereby authorized to enter into a Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District and the City of Rocky River for services and technical assistance related to storm water pollution prevention on construction sites disturbing one or more acres of total land, including the entire area disturbed in the larger common plan of development or sale (≥ 1 acre) as required under the NPDES General Construction Permit. Construction activities (including riparian and wetland variance requests) disturbing less than one acre and not part of a larger common plan of development or sale of total land (< 1 acre), and not covered under the NPDES General Construction Permit, will be reviewed by the District as requested by the City.

SECTION 2. - That funds for the services listed in the attached Memorandum shall not exceed Eleven Thousand Dollars (\$11,000.00) and shall be paid from the General Fund.

SECTION 3. - That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of public peace, health and safety, and for the further reason that the agreement must be returned to the Cuyahoga Soil and Water District in a timely manner, and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: April 16th, 2017
JAMES W. MORAN
President of Council
APPROVED: April 16th, 2017
PAMELA E. BOBST
Mayor

ATTEST:

JOHANNA G. PEASE
Clerk of Council

Maple Cuyahoga Soil & Water (4&S)

foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 17th day of April, 2017.
Clerk of Council of the City of Rocky River, Ohio

City of Rocky River }
County of Cuyahoga } ss

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF
ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE
NO. 12-17 ADOPTED BY THE COUNCIL OF SAID CITY
ON THE 10th DAY OF Decr, 2017 THAT THE
PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND
CERTIFIED OF RECORD ACCORDING TO LAW; THAT NO
PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH
ORDINANCE HAVE BEEN TAKEN; THAT SUCH ORDINANCE AND
THE CERTIFICATE OF PUBLICATION THEREOF ARE OF RECORD
IN ORDINANCE RECORD NO. 12-17

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 10th DAY OF
Decr, 2017.

Edward A. Giese
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

MEMORANDUM OF UNDERSTANDING Between the Cuyahoga Soil and Water Conservation District and the

City of Rocky River

This Memorandum of Understanding ("MOU") is made this ____ day of _____, 2017 ("Effective Date"), between the Cuyahoga Soil and Water Conservation District (SWCD) and City of Rocky River ("City"), for providing assistance with technical assistance in implementing soil and water conservation measures.

Purpose – Implementation of a conservation program that promotes best practices for pollution prevention and corresponds with the City's Municipal Separate Storm Sewer System permit.

Recognizing the need for effective collaboration in protecting soil and water resources and in carrying out its mandated responsibilities, especially related to the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit, the City and the Cuyahoga SWCD accept this agreement as the document which describes the process for exchange. Cooperation between these two units of government facilitates solutions to problems encountered by the City as it plans for the development/redevelopment and conservation of its environment, as well as, water quality improvements. The Ohio Revised Code, Chapter 940, describes the Cuyahoga SWCD's authority for engaging in this Mutual Agreement.

NOW, THEREFORE, the parties' understanding is as follows:

Project Tasks

The Cuyahoga SWCD and the City have mutually agreed to the scope of technical assistance related to pollution prevention on disturbed sites, including construction sites disturbing one or more acres of total land, including the entire area disturbed in the larger common plan of development or sale (≥ 1 acre) as required under the NPDES rules. Construction activities disturbing less than one acre and not part of a larger common plan of development or sale of total land (< 1 acre), and not covered under the NPDES rules, will be reviewed by the Cuyahoga SWCD as requested by the City.

The Cuyahoga SWCD will: (i) perform storm water pollution prevention plan (SWP3) reviews for proposed development, redevelopment and infrastructure renovation projects; (ii) perform abbreviated construction plan reviews, as requested by the City; (iii) perform field reviews of active construction projects; (iv) perform long-term maintenance field reviews of post-construction water quality facilities; and (vii) provide written technical advisory reports detailing plan review recommendations, site conditions, and recommendations for compliance and/or maintenance activities needed.

Cuyahoga SWCD's Role Related to Storm Water Pollution Prevention Activities (NPDES, Minimum Control Measures 4 and 5)

1. The Cuyahoga SWCD will provide technical assistance, related to storm water pollution prevention and storm water quality management, as requested, including:
 - a. Review of development, redevelopment, and infrastructure renovation plans for compliance with NPDES rules (Ohio Revised Code 3745 39-04 (B) (1) through (6)) and the current edition of Ohio's Rainwater and Land Development standard guidance manual;
 - b. Provide rapid field assessment of soils and soil quality; and
 - c. Provide an annual report of all activities undertaken (including copies of any other data collected).
2. The annual conservation program will include technical assistance related to NPDES covered construction activities of an estimated of : (i) 3-5 active construction sites (≥ 1 acre); (ii) initial SWP3

review (≥ 1 acre); (iii) subsequent SWP3 review (≥ 1 acre); (iv) technical advisory inspection and reporting (12 per year per site) once construction begins; and (v) 15-17 annual long-term maintenance field reviews, including rapid field assessment, of post-construction water quality facilities. Plan review of abbreviated construction plans will be performed as requested by the City.

3. The Cuyahoga SWCD will also provide technical advice on planning issues, including:

- a. Technical assistance on local legislation if the City pursues universal application of accepted best management practices at construction sites;
- b. Sound *storm water* management;
- c. Protection of sensitive natural areas;
- d. General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands or other unique areas that are planned for development;
- e. Recommendations for stream bank and wetlands restoration, slope erosion control; and
- f. Small drainage systems and wildlife habitat enhancements.

City's Role Related to Storm Water Pollution Prevention Activities

1. The City will designate someone to serve as the City's liaison for the storm water pollution prevention program.
2. The City will recognize the environmental and economic functions of naturally-vegetated open spaces, such as wetlands, stream corridors, ravines, woodlands and fields as worthy of the City's protection as open space.
3. The City will utilize the Cuyahoga SWCD's technical assistance including plan reviews, project inventories, evaluations, and inspections of planned construction sites, water quality and water quantity basins or sensitive natural areas of concern.
4. The City will direct builders, developers and consultants to the Cuyahoga SWCD for assistance on planning and conservation early in the concept planning stage of the construction planning cycle.
5. The City will adopt, apply and enforce Cuyahoga SWCD recommendations by not authorizing commencement and/or issuing work stoppage and other remedies.
6. The City will provide the Cuyahoga SWCD with field surveys, proposed layouts, designs or meeting notices needed for adequate technical assistance in a timely manner.
7. The City recognizes that the Cuyahoga SWCD has no regulatory authority to enforce NPDES rules.

Agreed Procedures

- The City agrees to grant an annual conservation appropriation to the SWCD, not to exceed \$11,000 per twelve month period following the Effective Date and the Cuyahoga SWCD agrees to use the grant funds to provide a conservation program for the City.
- The City and the SWCD will determine the most effective manner to appropriate the funds.
- The City will provide a resolution to the SWCD that acknowledges this working agreement and provides documentation to facilitate dispersal of funds to the SWCD on an annual basis.
- That the Cuyahoga SWCD is not granted regulatory authority in the Ohio Revised Code.

- That the Cuyahoga SWCD and the City will meet at least once a year to coordinate a work plan and exchange information.
- The Cuyahoga SWCD will provide the City with a written annual summary, relevant to its role, as outlined in this MOU.
- The *NPDES rules*, current edition of Ohio's Rainwater and Land Development standard guidance manual, and standards of the USDA, Natural Resources Conservation Service will be used in planning and application of conservation measures.
- That both parties will review quality of assistance and address concerns as they arise.
- All assistance provided by the Cuyahoga SWCD is offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.
- The City recognizes the Cuyahoga 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.

Term, Renewal, Termination

The term of this MOU shall commence on the date (the "Initial Effective Date") SWCD receives written notice from the City, in a form approved by SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, indicating that the City has agreed to provide funds, in an amount agreed to by the parties, to support SWCD's general operations for the following 12-month period (the "Initial City Notice"). The parties acknowledge, understand, and agree that any such funding shall be for the purposes of the District's general operations for a period of *12 calendar* months following the Initial Effective Date (the "Initial MOU Term") and that this MOU shall terminate on the 12-month anniversary of the Initial Effective Date in the event the City does not renew this MOU as set forth herein.

This MOU may be renewed by City for any 12-month period following the Initial MOU Term (a "Subsequent MOU Term") provided that the SWCD receives written notice, as described above (a "Subsequent City Notice"), not less than 30 days prior to expiration of the Initial MOU Term (the date the District receives a Subsequent City Notice, a "Subsequent Effective Date"), and shall continue to renew for any 12-month period provided that the SWCD receives a Subsequent City Notice not less than 30 days prior to expiration of any Subsequent MOU Term then in effect.

This MOU 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) day's advance written notice to the other.

In witness thereof, the Memorandum executed and agreed to on the latest day, month and year written below:

Cuyahoga Soil & Water
Conservation District

City of Rocky River

By: Ruth Skuly
Chair

By: Hon. Pamela E. Bobst
Mayor

Date:

Date: