

WTHills

Commissioners' Office, Lake County  
Painesville, OH, December 29, 2005

The Board of County Commissioners, in and for Lake County, Ohio, met this day in regular session with the following members present:

Commissioners: Aufuldish, Sines and Troy

Commissioner Troy presented the following resolution and moved its adoption.

**RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE LAKE COUNTY BOARD OF COMMISSIONERS, ON BEHALF OF THE LAKE COUNTY STORMWATER MANAGEMENT DIVISION, AND THE CITY OF WILLOUGHBY HILLS TO INCREASE STORMWATER SERVICES TO LEVEL 2**

WHEREAS, the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all the deliberations of this Board of County Commissioners and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code, and

WHEREAS, the Lake County Stormwater Management Division of the Lake County Department of Utilities is recommending execution of a Memorandum of Understanding between the Lake County Board of Commissioners, on behalf of the Lake County Stormwater Management Division and the City of Willoughby Hills, to increase service to Level 2, and

WHEREAS, the Lake County Stormwater Management Division, acting on behalf of the City of Willoughby Hills will be responsible for compliance with the laws of the Ohio Environmental Protection Agency regarding Phase II Stormwater Illicit Discharge Detection and Elimination activities and corresponding education activities as set forth in the Agreement. Said Memorandum of Understanding is incorporated herein by reference and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, in and for Lake County, Ohio, hereby authorizes execution of a Memorandum of Understanding between the Lake County Board of Commissioners, on behalf of the Lake County Stormwater Management Division and the City of Willoughby Hills, to increase Stormwater Services to Level 2.

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to forward certified copies of this resolution to the Lake County Auditor; Budget Director; Jill Green, Stormwater Management Agency; Honorable Kenneth Lorenz, Mayor of the City of Willoughby Hills, Willoughby Hills City Hall, 35405 Chardon Road, Willoughby Hills, OH 44094.

Commissioner Sines seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

"AYES": Commissioners: Aufuldish, Sines and Troy


"NAYS": Commissioner: None

Resolution adopted,  
Amy Elszasz, Clerk

CLERK'S CERTIFICATION

I, Amy Elszasz, duly appointed Clerk of the Board of County Commissioners, do hereby certify that this is a true and accurate copy of a resolution adopted by said Board on December 29, 2005, and recorded in the Commissioners' Journal, Volume 2005.

WITNESS my hand this twenty-ninth day of December, 2005 in Painesville, Ohio.

  
Amy Elszasz, Clerk  
Board of Commissioners, in and  
for Lake County, Ohio

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(UT-46)

cc: WTHills  
AORCC

*Memorandum of Understanding*

Lake County Board of Commissioners  
&  
City of Willoughby Hills

This Memorandum of Understanding ("MOU") is entered into this 29<sup>th</sup> day of Dec., 2005, between the City of Willoughby Hills ("City"), by its Council, and Lake County, by its Board of County Commissioners ("Commissioners"). This agreement shall be subject to annual review and modification as provided below.

**Purpose**

The Commissioners recognize the need for effective collaboration in carrying out their mandated responsibilities in fulfillment of a National Pollutant Discharge Elimination System ("NPDES") permit from the Ohio Environmental Protection Agency ("OEPA"). The purpose of this MOU is to acknowledge certain duties undertaken by the Lake County Stormwater Management Department ("LCSMD") in fulfillment of its OEPA permit number 3GQ00068\*AG, authorizing discharges of stormwater from a municipal separate storm sewer system (MS4), and to define the role of the City in assisting the LCSMD to fulfill those duties.

The parties to the MOU hereby recognize the following:

1. The LCSMD was formed by the Lake County Board of Commissioners pursuant to O.R.C. 6117.01 to assist local communities in the management of stormwater runoff and related resource management issues. LCSMD, through its staff, is a recognized expert in stormwater management issues.
2. The City also provides certain stormwater services to its residents.
3. To ensure compliance with the NPDES stormwater permit, both the LCSMD and the City will work together to provide stormwater services to local residents.

**Duties of LCSMD**

Under this MOU, LCSMD agrees to the following:

1. Use best faith efforts to ensure that stormwater services are provided to the City as required in NPDES permit number 3GQ00068\*AG.
2. Use its best faith efforts to collect information from and consult with the City when fulfilling certain permit obligations.
3. Use its best faith effort to collect information, consult with its partners and the City to coordinate stormwater management services between its

- partner organizations (Attachment A) to ensure its member communities meet their obligations under the NPDES permit.
4. Recognize the role in the stormwater management program of the City.
  5. Use operational and maintenance services that can be provided by the City.
  6. Adopt, apply and enforce the City recommendations when the LCSMD deems them technically feasible and economically reasonable solutions to resource management and conservation problems.

The LCSMD and its partners agree to provide the following services to the City related to the requirements of their NPDES permit number 3GQ00068\*AG:

- 1. Minimum Control Measure #1 and #2 – Public Education and Outreach and Public Involvement and Participation**
  - a. Develop and distribute newsletter addressing stormwater pollution.
  - b. Make newsletter and other educational publications available on the LCSMD website.
  - c. Develop and implement a mass media program.
  - d. Make educational materials from partner agencies available in public places throughout drainage district.
  - e. Conduct or make available at least three stormwater management workshops annually during permit period for developers, public employees and private groups.
  - f. Prepare community specific stormwater presentations when requested.
  - g. Prepare educational workshop on water quality impacts from illicit discharges for homeowners and small businesses in member LCSMD communities.
  - h. Work with the City to identify target areas for catch basin and stormwater discharge (outfall) labeling program.
  - i. Advertise storm sewer labeling program on LCSMD website and in at least one LCSWCD publication per year.
  - j. Lead storm sewer labeling program.
  - k. Involve local students in stream monitoring program each year.
  - l. Lead annual stream cleanup workdays on major streams.
  - m. Advertise annual stream clean up events on stormwater website and in stormwater newsletter.

- n. Install stream crossing signs and advertise for public sponsorship.

**2. Minimum Control Measure #3 – Illicit Discharge Detection and Elimination**

- a. Complete a drainage district storm sewer system map.
- b. Develop a list of all home sewage treatment systems connected to the municipal separated sewage system (MS4) within boundaries.
- c. Locate all outfalls on storm sewer system map.
- d. Develop a regulation to prohibit illicit discharges to the MS4 and authorize access for inspection.
- e. Visually screen and if required test 20 percent of known outfalls annually. Water quality testing includes sampling for fecal coliform, nutrients, heavy metals, oil and grease and total dissolved solids as needed based on indicators resulting from visual screening.
- f. Initiate process to remove 25 percent of known illicit discharges during each permitting period utilizing regulatory / enforcement mechanisms based on prioritized problem areas determined by water quality and quantity of flow at outfalls.
- g. Assist with the elimination of 5 percent of known illicit discharges during each permitting period.
- h. Consider adopting point of sale inspection ordinance and adopt if appropriate.
- i. Develop and distribute susceptible businesses stormwater management guide.

**3. Minimum Control Measure #4 – Construction Site Stormwater Runoff Control**

- a. Develop of erosion and sediment control regulations.
- b. Establish procedures to accept and consider public comments concerning construction sites.
- c. Document public comments and take appropriate action.
- d. Provide at least two workshops per year to educate developers, builders and installers on how to comply with erosion and sediment control rules.
- e. When requested by the City, provide assistance for the review of stormwater management plans for development and redevelopment projects in Lake County and participating Level 2 communities.

- f. When requested by the City, provide assistance for the inspection of active construction sites for Lake County and participating Level 2 communities. The frequency of inspections may vary but subdivisions will be visited at least once every two weeks. Individual lots will be inspected a minimum of once per month during the construction period.
  - g. Pursue injunctions to abate violations.
- 4. Minimum Control Measure #5 – Post Construction Stormwater Runoff Control on New Development and Redevelopment**
- a. Provide assistance to the City in the development of a riparian and wetland setback regulation.
  - b. Provide assistance to the City in the development of model stormwater management rules and regulations.
  - c. Work to have development and redevelopment projects include structural best-management practices (BMPs) in the project plans
  - d. Conduct a post-construction site visit immediately after completion of the project for Lake County and participating Level 2 communities to ensure that stormwater management controls have been properly installed.
  - e. Conduct a six-month post-construction site visit to ensure all stormwater management controls are operating effectively.
- 5. Minimum Control Measure #6 – Good Housekeeping and Pollution Prevention**
- a. Develop employee training program for the City.
  - b. Distribute training program or directly train the City for all employees involved in construction and maintenance activities.
  - c. Clean and maintain all regional MS4 facilities (storm sewers, culverts, detention basins, ditches, etc.) on a five-year cycle or more frequently when needed within the City (see attached map).
  - d. Work with the City to develop a street sweeping program based on traffic and environmentally sensitive areas.
  - e. Purchase street sweeper.
  - f. Regularly sweep County owned curbed roads at least every other month during good weather.
  - g. Work with the City to develop a road salting program that meets NPDES Phase II requirements.

## **6. Administration, Regulation and Enforcement**

- a. Provide interagency and intercommunity coordination services.
- b. Act as liaison for regulatory agencies to ensure fulfillment of all permit requirements.
- c. Ensure the City is informed of regulatory issues.
- d. Prepare and submit all regulatory compliance reports including information on County and the City drainage systems.

## **7. Finance**

- a. Prepare and distribute all bills for individual property parcels based on amount of impervious area on each parcel in proportion to the equivalent residential unit (ERU) set at 3,050 square feet by resolution of the Lake County Board of Commissioners.
- b. Actively seek grant and low interest loan funding for stormwater projects located within the LCSMD drainage district dealing with public education, public involvement, illicit discharge detection and employee training.
- c. Prepare cooperative agreements between LCSMD and partner organizations and member communities.
- d. Conduct all budgeting and accounting for LCSMD.
- e. Provide the City with an annual accounting of LCSMD funds and general work activities in the form of an annual report.

## **8. Data Collection and Management**

- a. Maintain base mapping and property records for regional drainage facilities and connecting systems.
- b. Conduct stream sampling and habitat surveys as necessary.

## **9. Planning, Design and Construction of Regional Drainage Facilities**

- a. Conduct planning program for those regional drainage facilities within the City including hydrologic and hydraulic studies, water quality studies and watershed planning.
- b. Conduct rain and flow monitoring and evaluation projects on those regional drainage facilities within the City.
- c. When requested by the City, provide assistance to prepare floodplain map revisions for areas within the City.

- d. Prepare and fund a capital program for the construction and repair of regional drainage facilities based on priority of needs and at the discretion of the LCSMD.
- e. A regional drainage facility is defined as a natural, constructed or engineered feature that collects, conveys, stores or treats surface and stormwater runoff that ultimately drains to Lake Erie, and shall include but not be limited to constructed or engineered streams, pipelines, channels, ditches, gutters, lakes, wetlands, flow control or water quality treatment facilities, and other drainage structures and appurtenances.

A regional drainage facility shall have one or more of the following characteristics:

- (1) A cross country ditch or drainage channel that is defined as a conduit that carries stormwater runoff across public or private lands, serves several private properties, and discharges to Waters of the State.
- (2) Storm sewer that serves two (2) or more subdivisions.
- (3) Lake, pond or basin that is designed to detain or retain substantial stormwater beyond the development in which the facility is contained.
- (4) Is within the jurisdiction of the LCSMD.

#### **10. Operations and Maintenance**

- a. Be responsible for operational and maintenance activities related to the regional drainage facilities located within the City.
- b. The LCSMD and the City will meet every two years to update the regional drainage facilities map.

#### **Duties of the City**

The City agrees to provide the following services related to the LCSMD NPDES stormwater permit:

- 1. **Minimum Control Measure #1 and #2 – Public Education and Outreach and Public Involvement and Participation**
  - a. Provide LCSMD with information regarding any additional public education and outreach and public involvement and participation efforts beyond those performed by LCSMD annually.

**2. Minimum Control Measure #3 – Illicit Discharge Detection and Elimination**

- a. Provide LCSMD with storm sewer mapping information
- b. Adopt resolution/ordinance to prohibit illicit discharges to the MS4s and authorize access for inspection.
- c. Initiate process to remove 25 percent of known illicit discharges during each permitting period utilizing regulatory / enforcement mechanisms based on prioritized problem areas determined by water quality and quantity of flow at outfalls.
- d. Assist with the elimination of 5 percent of known illicit discharges during each permitting period.

**3. Minimum Control Measure #4 – Construction Site Stormwater Runoff Control**

- a. Adopt erosion and sediment control ordinance covering soil disturbing activities greater than one acre
- b. Issue verbal and/or written stop work orders for violations of erosion and sediment control rules.
- c. Complete timely and appropriate legal action to pursue injunctions to abate violations.

**4. Minimum Control Measure #5 – Post Construction Stormwater Runoff Control on New Development and Redevelopment**

- a. Adopt a riparian and wetland setback resolutions / ordinances.
- b. Assist with the development of stormwater management rules and regulations.
- c. Adopt stormwater management rules and regulations.
- d. Ensure new developments include structural best management-practices to reduce the impacts of stormwater.

**5. Minimum Control Measure #6 – Good Housekeeping and Pollution Prevention**

- a. Assist LCSMD by making employees available for the County sponsored employee-training program and/or use LCSMD prepared materials to train all the City maintenance and construction employees.
- b. Develop comprehensive vehicle maintenance program.
- c. Inspect and maintain vehicles at least twice per year.



- d. Install oil separators at maintenance facilities.
- e. Wash equipment in locations that drain to oil separators or other approved treatment system.
- f. Implement cleaning and maintenance program for local storm sewer systems on a five year cycle or more frequently where needed. The storm sewer system includes storm sewers, culverts, detention basins, and ditches.
- g. Regularly sweep locally owned curbed roads at least once per year during good weather.
- h. Ensure road salt is stored in covered bins and that runoff is captured and treated.
- i. Ensure that the road salting program meets NPDES Phase II requirements.

## **6. Reporting**

- a. Provide annual documentation in a form deemed acceptable by LCSMD for inclusion in the regulatory report for the City work associated with the six minimum controls.

The City agrees to work cooperatively with the LCSMD and provide such additional services in fulfillment of a NPDES Permit from the OEPA.

## **Agreed Procedures**

1. The LCSMD and the City will meet periodically to review the effectiveness of this agreement, coordinate individual and joint progress and exchange information.
2. All services provided by LCSMD and the City are offered on a non-discriminatory basis without regard to race, color, national origin, religion, age, marital status or handicap.
3. The City recognizes the LCSMD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
4. This agreement may be amended or terminated at any time by mutual consent, or terminated by either party giving six months notice in writing to the other. Termination will begin at the end of the calendar year.
5. The LCSMD hereby agrees to not increase the Drainage Service Fee for the City prior to the end of the current NPDES permit term.

6. It is mutually understood and agreed that each party recognizes that the other party has specific and separate duties to perform under the terms of this agreement and that there are specific joint tasks to be performed that are required to satisfy the stormwater phase II regulations contained in the NPDES permit. The parties agree to work separately or together as the circumstances may require on any and all issues which may be brought to either party's attention from time to time by regulatory agencies or others having jurisdiction over either the parties or the permits referred to herein. The parties agree that the City shall indemnify and hold the Commissioners harmless from any and all claims, actions, or causes of action and any and all damages, direct or indirect that may arise as a result of the work that LCSMD is required to perform pursuant to this Agreement. The parties further agree that the Commissioners shall indemnify and hold the City harmless from any and all claims, actions, or causes of action and any and all damages, direct or indirect that may arise as a result of the work that the City is required to perform pursuant to this Agreement.
7. The parties hereby acknowledge that LCSMD, as the City's representative to the various regulatory agencies having jurisdiction over either the parties or the permits referred to herein, may from time to time receive notice of pending actions, complaints and/or inquiries related to the City's responsibilities under this Agreement or the permits referred to herein. The parties agree that the City shall indemnify and hold the Commissioners harmless from any and all claims, actions, or causes of action and any and all damages, direct or indirect that may arise as a result of LCSMD serving as the City's representative to the various regulatory agencies having jurisdiction over either the parties or the permits referred to herein.
8. In the event that this Agreement is terminated for any reason, any and all real property located within the City that was acquired by the Commissioners for any purpose related to the LCSMD shall be transferred to the City on such terms as the City and Commissioners shall agree. Any such transfer shall comply with all applicable statutes and regulations.

ORDINANCE NO. 2005-103  
"EXHIBIT A"  
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In witness thereof, the parties here to have affixed their hands and seals in Lake County, Ohio this 29<sup>th</sup> day of December, 2005:

**LAKE COUNTY BOARD OF COMMISSIONERS**



Robert E. Aufuldish, President



Raymond E. Sines, Commissioner



Daniel P. Troy, Commissioner

**CITY OF WILLOUGHBY HILLS**



Kenneth A. Lorenz, Mayor

Approved as to form:



Lake County Prosecuting Attorney

ASST

12-19-05

Date

Member Communities:

Concord Township  
Fairport Harbor Village  
Grand River Village  
City of Kirtland  
Kirtland Hills Village  
Madison Township  
Mentor on the Lake City  
Painesville City  
Painesville Township  
Perry Village  
Willoughby Hills City  
Wickliffe City  
Willowick City  
Timberlake Village

Partners:

Chagrin River Watershed Partners, Inc.  
Lake County General Health Department  
Lake County Soil and Water Conservation District  
Ohio State University Extension