

RESOLUTION NO. 2024-70  
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR AND COUNCIL  
PRESIDENT TO ENTER INTO A PARTNERSHIP AGREEMENT AS A  
PARTICIPATING COMMUNITY IN THE EUCLID CREEK WATERSHED COUNCIL,  
ACKNOWLEDGE THE TERMS OF THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT AND  
THE EUCLID CREEK WATERSHED COUNCIL,  
AND AUTHORIZE FINANCIAL PARTICIPATION IN AN AMOUNT  
NOT TO EXCEED \$3,000 PER YEAR FOR FOUR YEARS  
(JANUARY 1, 2025 TO DECEMBER 31, 2028)**

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 (WAP), established an annual public involvement and education program work plan, a volunteer water monitoring program, and brought in over \$5.23 million to implement its programs and plan recommendations for improvement. In 2008, planning and organizational development decreased and WAP implementation continued to rise; and

WHEREAS, from 2008 to 2014, the SWCD obtained two, three-year matching implementation grants from the ODNR for the Watershed Coordinator position for Euclid Creek that expired in December 31, 2014 and these funds are no longer available for this position; 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, encourage participation in updates of the WAP and the Ohio Nonpoint Source Pollution Implementation Strategies (NPS-IS), facilitate implementation of the WAP and NPS-IS; and promote coordinated participation of local units of government in the implementation of the Plan; 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 and Council President 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 three thousand dollars (\$3,000) per year for four years (January 1, 2025 to December 31, 2028).

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest on the Village 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, and authorizes the Mayor and Council President to execute the Memorandum of Understanding in the form attached hereto as Exhibit A.

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 three thousand dollars (\$3,000) per year for four years (January 1, 2025 through December 31, 2028).

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution 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 Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio for the reason that it provides for necessary and time-sensitive services for stormwater and development concerns in the Euclid Creek Communities. 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.

\_\_\_\_\_  
STEPHEN SCHUTT, Council President

First Reading: \_\_\_\_\_, 2024

Second Reading: \_\_\_\_\_, 2024

Third Reading: \_\_\_\_\_, 2024

PASSED: \_\_\_\_\_, 2024

\_\_\_\_\_  
BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
DIANE A. CALTA, ESQ., Director of Law

ATTEST: \_\_\_\_\_  
MARY E. BETSA, MMC, 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, hereinafter referred to as SWCD, and the Euclid Creek Watershed Council, hereinafter referred to as the Council.

The Ohio Revised Code, Chapter 940, describes SWCD's authority for engaging in this Mutual Agreement.

**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, stormwater 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 stormwater 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 Council 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 work plan, a volunteer water monitoring program, and brought in over \$5.23 million to implement its programs and plan recommendations for improvement. In 2008, planning and organizational development decreased and WAP implementation continued to rise.

From 2008 to 2014, the SWCD obtained two, three-year matching implementation grants from the ODNR for the Watershed Coordinator position for Euclid Creek that expired in December 31, 2014 and these funds are no longer available for this position.

The purposes of this agreement are to:

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

Encourage participation in updates of the WAP and the Ohio Nonpoint Source Pollution Implementation Strategies (NPS-IS), and facilitate implementation of the WAP and NPS-IS;  
and

Promote coordinated participation of local units of government in the implementation of the plan.

### **Program Appropriation**

The Euclid Creek Watershed Council member communities agree to grant an annual appropriation for the Euclid Creek Watershed Program Manager and for the Euclid Creek Watershed Program to the SWCD, at a cost of \$3,000 per Community per twelve-month period following the Effective Date. And the Cuyahoga SWCD agrees to use the grant funds to provide the Euclid Creek Watershed Program for each community. For communities that are a part of the Northeast Ohio Regional Sewer District's (NEORS) Stormwater Program, this Euclid Creek Watershed Program cost is eligible to be reimbursed through the NEORS's Community Cost-Share Program.

### **The Cuyahoga SWCD, through the Euclid Creek Watershed Program, agrees to:**

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

Provide additional staff support to the Euclid Creek Watershed Council;

Manage the Euclid Creek Watershed Council meetings and committees and assist in agenda and minute preparation;

Develop and update watershed planning documents, including the Nonpoint Source Implementation Strategy (NPS-IS) and any supporting or complementary plans. Community preservation, restoration and stormwater management priorities will be incorporated into these plans where feasible;

Provide support to local communities for the development, funding, and implementation of watershed improvement projects, including stream restoration, floodplain restoration, greenspace conservation, and stormwater management projects. Assist communities in review of watershed improvement project grant proposals, including education and outreach assistance (e.g. tours of project, educational signage);

Interact with local, state, and national agency initiatives such as Total Maximum Daily Load (TMDL) reports, research opportunities, outreach, and funding initiatives. Assist communities in updating codes to allow for implementation of stormwater best management practices;

Provide technical assistance to communities on natural resource issues during master planning and update efforts;

Encourage broad based stakeholder involvement in the watershed implementation process;

Conduct and coordinate watershed outreach with the goal of reaching a diverse group of stakeholders from streamside property owners to small and large landlocked landowners. Sample deliverables include an annual targeted mailing to riparian property owners, watershed signage, watershed fact sheets and maps, watershed presentations to community groups, and watershed newsletter publication;

Provide technical and programmatic assistance for community floodplain management activities, including flood hazard mitigation and the NFIP Community Rating System program;

Provide technical and programmatic assistance for stream maintenance activities, especially in areas not served by the regional stormwater management program, including landowner technical assistance, streambank erosion hazard evaluation, community staff training, and stream maintenance protocol development and assistance; and,

Serve as fiscal agent for the Euclid Creek Watershed Council.

### **SWCD's Role Related to General Technical Assistance**

1. SWCD may also provide limited technical advisory services, related to erosion and sediment control and stormwater management, specifically to assist in the development of local ordinances to promote universal application of stormwater control measures (SCM) at construction sites.
2. SWCD may also provide limited technical services to the Euclid Creek Watershed Council communities on matters related to:
  - Sound stormwater management through accepted stormwater control measures
  - General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands or other unique areas that are planned for development
  - Protection of sensitive natural areas and conservation easements
  - 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 someone to serve as the Community's liaison to the SWCD and to help provide guidance regarding watershed planning activities.
2. The Community will help to identify potential leaders, including civic leaders, civic groups, senior organizations, fraternal groups, scout leaders, school liaisons, business leaders, and anyone else that should be contacted through the watershed outreach program.
3. The Community will disseminate program information provided by the SWCD in a timely manner to residents.

### **Agreed Procedures**

1. The Community will provide a resolution or a letter signed by an authorized representative to the SWCD that acknowledges this working agreement and provides documentation to facilitate dispersal of funds to the SWCD on an annual basis.
2. That the SWCD is a conservation technical and educational service agency and therefore is not granted regulatory authority in the Ohio Revised Code.
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 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.
5. That all parties will review quality of service and address concerns as they arise.

6. That credit will be given jointly to the SWCD and the Euclid Creek Watershed Council Communities in any conservation publication produced.
7. 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.
8. That all services of the SWCD are offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.

### **Termination of Agreement**

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.

### **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 and plan updates 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**

- 1) Jared Bartley, Deputy Director – Education & Watersheds  
Cuyahoga SWCD  
3311 Perkins Suite 100  
Cleveland, Ohio 44114  
Phone: (216) 524-6580, ext. 1003  
E-mail: jbartley@cuyahogawcd.org
- 2) Kate Chapel, Euclid Creek Watershed Coordinator  
Cuyahoga SWCD  
3311 Perkins Suite 100  
Cleveland, Ohio 44114  
Phone: (216) 524-6580, ext. 1002  
E-mail: kchapel@cuyahogawcd.org

**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

Village of Mayfield

City of Richmond Heights

City of South Euclid



**Term of Agreement**

This agreement will become effective when signed by the Chair of the Euclid Creek Watershed Council (ECWC) and the Director of SWCD and will continue in force and effect for a period of four (4) years from January 1, 2025 to December 31, 2028 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 latest day, month and year written below:

**Euclid Creek Watershed Council**

By \_\_\_\_\_ Date \_\_\_\_\_

City of Euclid Appointee  
Laura Travers, Chair, ECWC

**Cuyahoga Soil and Water Conservation District**

By \_\_\_\_\_ Date \_\_\_\_\_

Director  
Kristin Hall, Cuyahoga SWCD

## ***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 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 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 XXX**

\_\_\_\_\_  
Honorable XX XXX, Mayor

Date \_\_\_\_\_

# Attachment A

## BY LAWS OF EUCLID CREEK WATERSHED COUNCIL

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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 *-serving 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.

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**

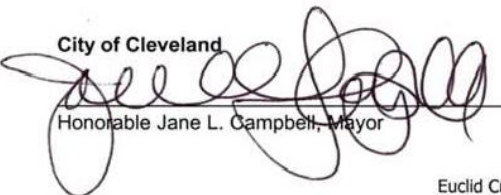
The Euclid Creek Watershed Partnership Agreement and By Laws, may be amended from time to time by the affirmative vote of two-thirds (2/3) of the voting members.

Ratified as of January 22, 2004 by the <sup>EUCLID CREEK</sup>~~Rocky River~~ Watershed Council members:

City of Beachwood

  
Honorable Merle S. Gorden, Mayor

City of Cleveland

  
Honorable Jane L. Campbell, Mayor

*Handwritten notes:*  
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Euclid Creek Watershed Council By-Laws  
Adopted by council 1/22/043  
3

City of Euclid

  
Honorable Bill Cervenik, Mayor

City Highland Heights

  
Honorable Scott Coleman, Mayor


City of Lyndhurst

  
Honorable, Joseph Cicero, Mayor

City of Mayfield Heights

  
Honorable Margaret A. Egersperger, Mayor

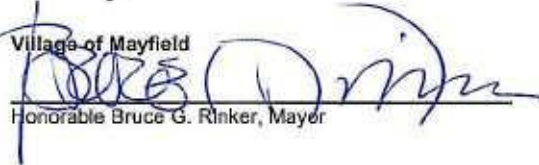
City of Richmond Heights

  
Honorable Daniel J. Ursu, Mayor

City of South Euclid

  
Honorable Georgine Welo, Mayor

Village of Mayfield

  
Honorable Bruce G. Rinker, Mayor



*Attachment B*

**Annual Funding Allocation for the Euclid Creek Watershed  
Coordinator and the Euclid Creek Watershed Program:  
Years 2025 through 2028 (January 1, 2025 through December 31, 2028)**

The following annual funding allocation for years 2025 through 2028 was agreed to by the Euclid Creek Watershed Council on November 18, 2024:

City of Beachwood	\$3,000.00
City of Cleveland	\$3,000.00
City of Euclid	\$3,000.00
City of Highland Heights	\$3,000.00
City of Lyndhurst	\$3,000.00
City of Mayfield Heights	\$3,000.00
Village of Mayfield	\$3,000.00
City of Richmond Heights	\$3,000.00
City of South Euclid	\$3,000.00
<b>Total</b>	<b>\$27,000.00</b>

PARTICIPATING COMMUNITIES OF THE EUCLID CREEK WATERSHED COUNCIL:

**VILLAGE OF MAYFIELD**

---

Brenda T. Bodnar, Mayor

---

Stephen Schutt, Council President

APPROVED AS TO LEGAL FORM:

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Diane A. Calta  
Director of Law  
Mayfield Village, Ohio

**FISCAL OFFICER'S CERTIFICATE**

As the fiscal officer of the Mayfield Village, Ohio, I certify that as of the date of execution of the within Agreement with Mayfield Village, Ohio, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

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Angie S. Rich, Director of Finance  
Mayfield Village, Ohio

Date: December 16, 2024