

City of Oberlin, Ohio

ORDINANCE No. 12-84 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LORAIN COUNTY STORM WATER MANAGEMENT DISTRICT TO PROVIDE FOR STORM WATER UTILITY DEVELOPMENT SERVICES AND DECLARING AN EMERGENCY

WHEREAS, the Lorain County Storm Water Management District has established a storm water utility serving the unincorporated areas of Lorain County and in doing so has developed a business plan, practices, procedures, databases, etc. that facilitated smooth operation of the storm water utility; and

WHEREAS, the City of Oberlin is desirous of creating a business plan for a storm water utility to better serve the needs of our residents and contracting with the Lorain County Storm Water Management District provides the most cost effective, expeditious opportunity to develop a business plan and fee structure for a Oberlin Storm Water Utility to meet the needs of Oberlin residents.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the proposed Memorandum of Understanding between the City of Oberlin and the Lorain County Storm Water Management District to assist the City in planning for and developing the business plans and associated fees and materials for a Storm Water Utility in Oberlin through Phase 1 of planning, a copy being attached hereto as **Exhibit A** and incorporated herein by reference, is hereby approved, and the City Manager is hereby authorized and directed to execute same on behalf of the City.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

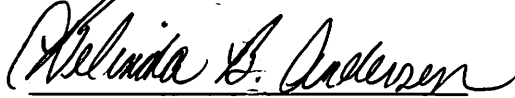
SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

“to enter into an agreement to proceed with planning and development of a storm water utility, in an expeditious manner”

and shall take effect immediately upon passage.

PASSED: 1st Reading – December 17, 2012
2nd Reading - January 7, 2013
3rd Reading - January 22, 2013 (Tabled), February 19, 2013 (E)

ATTEST:



BELINDA B. ANDERSON, CMC
CLERK OF COUNCIL



RONNIE J. RIMBERT
PRESIDENT OF COUNCIL

POSTED: 02/20/2013

EFFECTIVE DATE: 02/19/2013

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered into by and between the Lorain County Storm Water District (County) and the City of Oberlin (City) on the date set forth below.

Recitals

WHEREAS, both the County and City are required pursuant to the Clean Water Act to comply with certain NPDES (National Pollutant Discharge Elimination System) small MS4 (Municipal Separate Storm Water System) permit regulations of the Environmental Protection Agency (EPA) to develop and implement programs to detect and eliminate illicit discharges; and

WHEREAS, EPA allows MS4 permit holders to partner to jointly perform services required for compliance; and

WHEREAS, the County has implemented a Storm Water Utility Fee and Business Plan which includes a set aside of funds to assist in achieving compliance with the Clean Water Act; and

WHEREAS, the City has need of a Storm Water Utility Fee and Business Plan; and

WHEREAS, the parties hereto have determined that it is in the best interests of their constituents to collaborate in the joint development of a Storm Water Utility Fee and Business Plan as hereafter set forth in that:

It will be more economical.

It will save on duplication of efforts and use of resources.

Control of storm water crosses political boundaries, and it is therefore more effective if done through a coordinated effort of local governments.

THEREFORE, IN CONSIDERATION OF the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to and promise to partner in this venture using the following approach:

The County will utilize prior experience and the project team (Team) to assist the City in the implementation of a Storm Water Utility Program. Project team members are expected to include: Lorain County Storm Water Management Team and Storm Water Management District Consultants that assisted on the formation of the Lorain County Storm Water District.

Costs associated with said implementation will be paid upfront by the County with 100% reimbursement from the City to the County within 18 months from the date of executing this MOU, with payments due quarterly. Should the City move forward with the Storm Water Utility Implementation, reimbursement will extend to a 3 year term paid annually with the first payment due 6 months following utility billing startup or June 1, 2014, whichever comes first (first

collection date may be extended by mutual agreement of both parties). Payback to the County will be at 0% interest. The City will reimburse the County within 30 days of the date of each invoice. The City may, at its option, repay the County at an accelerated rate with no penalty.

This MOU specifically covers Phase 1 of the City's Storm Water Utility Implementation. If at the conclusion of Phase 1, the City decides to join the Lorain County Storm Water District and both parties agree to the terms, repayment of the implementation costs noted herein may be waived.

Phase 2 of the City Storm Water Utility Implementation may be financed by the County under the same terms and conditions outlined herein or such terms and conditions that are found to be mutually agreeable.

Phase 1 of the program will:

1. Determine the level of service and cost of service required for the City of Oberlin.
2. Analyze the activities that could be performed by the County and compare cost of the County performing the activities versus the City performing said activities.
3. Determine the feasibility of including the City in the Lorain County Storm Water District.

The detailed scope for Phase 1 includes:

Task 1 – Data Collection and Kickoff Meeting

The purpose of this task is to solidify the Team's understanding of the City of Oberlin's goals for establishing a storm water utility program. The Team will draw on the knowledge and experience of City staff to develop a meaningful and useful scope. Specific subtasks include:

1.a Initial Data Collection Questionnaire. A data collection questionnaire will be developed and emailed to City staff. The questionnaire will assist both the Team and City Staff in organizing the data required for the project. The questionnaire will be emailed to City staff to kick off the project and allocate City staff time to collect most, if not all of the data prior to holding the kickoff conference call meeting.

1.b Kickoff Conference Call. A conference call meeting will be held with appropriate City staff to kickoff the project. The conference call meeting will assist both the Team and City Staff in reviewing, organizing and discussing the requested information in the questionnaire for said project.

Task 2 – Organize a Technical Advisory Committee (TAC)

2.a Prepare and Hold TAC Meetings. The Team will prepare and distribute meeting agendas and documents to be reviewed and discussed for (2) two on site TAC status meetings. The monthly TAC meetings will be used to review, present, discuss and develop draft program recommendations. The TAC meetings will vary in time length from 2 to 3 hours per meeting. The longer than usual meetings are required to minimize costs and maximize meeting time with City staff and the Team.

- 2.b **Prepare and Hold TAC Conference Call Meetings.** The Team will prepare and distribute (through e-mail) meeting agendas for telephone conference calls. We assume 3 TAC conference call meetings. The conference calls are used to minimize costs to follow up each TAC meeting.

Task Products:

1. The Team will prepare and distribute (through e-mail) on-site TAC meeting agendas.
2. The Team will prepare and distribute (through e-mail) telephone conference call TAC meeting agendas.
3. The Team will prepare and distribute (through e-mail) meeting minutes.

Task Assumptions:

1. The City will provide the meeting space for all on-site TAC meetings.
2. Conference calls will be the mode of operation for meetings to minimize costs.

Task 3 - Database Evaluation

Data analysis and review is expected to be one of the major components of Phase 1. Data analysis and review is necessary to determine that sufficient data is available to properly develop the storm water utility program business plan and billing file. The purpose of this task is to determine data availability, identify the repository(s), determine how to acquire all information and how relevant, pertinent, and legally defensible the City of Oberlin's data is for the storm water utility program, which is necessary and required for the completion of the project. A recommendation on the most efficient and effective use of available Geographic Information System (GIS) data and what additional steps may be required to use the data in a legally defensible manner will also be determined.

3.a Data Collection.

The Team will:

1. Receive and review any existing reports, databases, drawings, or other information necessary to understand the issues, problems, and opportunities of the City of Oberlin storm water utility program;
2. Receive and review a copy of the Lorain County Auditor's property tax record billing file that should include at a minimum, the following data fields of information. The Team will work with the Lorain County Auditor's office to determine the exact parcels located within the City of Oberlin:
 - a) Property or parcel ID number (PIN);

- b) Property or parcel service address;
 - c) Owner name;
 - d) Owner mailing address;
 - e) Jurisdictional location code (if not included as part of the property or parcel ID number field);
 - f) Property dimensions and/or property size measurement;
 - g) Any fields that have been created or developed that relate properties or parcels with like ownership (parent – child);
 - h) Property or parcel land use codes and/or descriptions and a land use description table;
 - i) Any fields of data that have been created or developed that relate properties or parcels to the GIS database (if other than property or parcel ID number);
 - j) Any other fields of data that may assist in developing the storm water billing database file.
3. Subject to the Non-Disclosure and Confidentiality provision set forth hereinafter, receive and review a copy of the City of Oberlin's water, wastewater and refuse billing database file (in Microsoft Excel or Access format) that should include at a minimum, the following data fields of information:
- a) Billing account number;
 - b) District number (if applicable);
 - c) Services code (water, wastewater and solid waste);
 - d) Property service address;
 - e) Owner or tenant code;
 - f) User name;
 - g) Owner name, if other than the user;
 - h) Billing address (if differs from service address);
 - i) Any fields of data such as water and/or sewer meter size that may assist in determining the current land use for each billing account;
 - j) Any other data fields that have been created or developed that may indicate the current land use for each billing account;
 - k) Property or Parcel ID number (PIN) linking the City billing database file to the County Auditor's property tax billing database file or GIS parcel layer (if exists);
 - l) Land use classification used to assign billing units;
 - m) Class code (residential or non-residential) if applicable;
 - n) Any other data fields that have been created or developed that relate City billing accounts to the Lorain County Assessor's tax billing database file (if any exist);
 - o) Any fields of data that have been created or developed that relate billing accounts to the GIS parcel database (if any exist);
4. Receive and review a copy of the City of Oberlin GIS and/or Lorain County GIS parcel layer (shapefile), and all other layers that may be used to determine or develop the impervious area measurement for a property or parcel. A current copy of the City of Oberlin and/or Lorain County digital aerial photography should be included.

- 3.b Data Conditions Analysis Policy Paper.** A data conditions policy (white) paper will be prepared to present the findings from the billing system data review.

Task Assumptions:

1. The City of Oberlin will supply all available cost information as well as assist in seeking out other sources of information as required.

Task Products:

1. The Data Conditions Policy Paper that will include:
 - An analysis of the current water, wastewater, refuse billing system data.
 - An analysis of the Lorain County Auditor's property tax billing database.
 - An analysis of the City or County GIS data.

Task 4 - Develop a Storm Water Strategic Business Plan

Implementing a successful storm water utility program requires developing a formal, flexible strategic business plan that provides guidance both now and in the future. The purpose of this task is to formulate a long-term strategic plan that is the basis for the "Storm Water Business Plan."

- 4.a Discuss and Develop a Storm Water Utility Program Mission and Goal Statements.** The Team will develop a draft storm water utility program Mission Statement and Goal Statements and review with City staff for input.
- 4.b Strategic Business Plan Paper.** The Team will document a strategic business plan paper in a policy paper document.

Task Products:

1. Strategic Business Plan Policy Paper.

Task 5 - Perform a Level of Service / Cost of Service Analysis

The Team will define a level of service / perform a cost of service analysis based on and consistent with the program mission statement and/or goal statements from the business plan.

- 5.a Storm Water Functional Elements.** Based upon input from City staff through the data collection process, and from The Team's previous experience assisting other Ohio communities, a specific description of program elements will be developed and used to meet the storm water utility program. These program elements will include the following:
- Administration (including billing, collection and customer service costs)
 - Maintenance
 - Operations

- Planning
- Enforcement
- Regulatory
- Water Quantity
- Water Quality (NPDES Permit)
- Other Environmental Issues (CSO's and SSO's)
- Capital Improvements Program (CIP)
- Other

5.b Identify “Required Minimum” Level of Services. The Team will develop a “required minimum” level of service plan for the City of Oberlin Storm Water Utility Program for a five (5)-year period from 2013 through 2017.

5.c Identify “Required Minimum” Cost of Services. The Team will develop a “required minimum” cost of service plan for the City of Oberlin Storm Water Utility Program for a five (5)-year period from 2013 through 2017.

5.d NPDES Permit Activities. The Team will incorporate the City of Oberlin Storm Water Utility Program NPDES Permit plan and cost assumptions into the cost of service computer model. It will be the responsibility of the City to provide cost associated with the NPDES permit activities.

5.e County/City Comparison. As part of the cost analysis, the Team will perform a review of activities that could be managed by the County in conjunction with their storm water utility activities. A comparison of cost will be included with these activities to determine if it is cost effective to have these activities managed by the County. It is anticipated that costs associated with storm water quality (NPDES permit) may be managed by the County whereas costs associated with quantity (flood control, infrastructure maintenance, etc.) will be managed by the City.

Task Assumptions:

- It will be the responsibility of the City to provide cost associated with the flooding and drainage activities.
 - It will be the responsibility of the City to provide cost associated with the NPDES permit activities.

Task Products:

1. Level of Service and Cost of Service Policy Paper that will include:
 - A five-year Cash Flow Analysis.
 - Five-year range of ERU rates.
 - An interactive Microsoft Excel™ model for the purpose of showing various iterations of the Level of Service / Cost of Service and resulting revised rates.

Task 6 – Range of Rate Analysis

The Team will develop and determine an estimate of rate ranges and the associated revenues for the minimum level of service cost of service analysis based on the results of Task 5 above.

- 6.a Range of potential rates and revenue.** The Team will calculate a range of rates and revenues that will be required to meet the minimum level of service and cost of service.

Task Products:

1. A range of potential rates and revenues will be generated based on the minimum level of service / cost of service analysis.

Task 7 – City Council Presentation

- 7.a Prepare City Council Presentation.** A formal PowerPoint™ presentation will be made to City Council on the storm water program implementation options and associated costs.

Task 8 – Executive Summary Final Report

- 8.a Document and Prepare Draft Executive Summary Final Report.** The purpose of this task is to prepare a draft executive summary final report with conclusions and recommendations to City Staff in digital PDF format only.
- 8.b Finalize Executive Summary Final Report.** The purpose of this task is to incorporate all city staff comments and prepare a final executive summary report and submit to City Staff in digital PDF format only.

Following the completion of the final report, the County and City will need to determine in what manner to move forward on implementation of the Storm Water Utility for the City. Options include some type of joint venture between the County and City with shared responsibilities or development of a completely separate storm water utility by the City. The outcome of this decision will determine Phase 2 tasks required to implement the storm water utility. Accordingly, Phase 2 tasks are not part of this MOU and will be developed in a separate MOU with associated costs.

The City's Responsibility:

1. Subject to the Non-Disclosure and Confidentiality provision set forth hereinafter, furnish to the Team all existing records and reports, and other financial and billing information pertinent to the storm water management utility rate analysis at no cost to the Team. It shall be the City's responsibility to provide the Team this information as requested within a reasonable time frame and in an organized manner. The Team shall rely on this information as being complete and accurate.

2. Furnish the Team with office space, telephone, and proper work area when the Team is on-site.
3. Furnish to the City, assistance from its Legal Department, Finance/Accounting Department, Planning and the Utility staff, by providing and developing the information, statistics, etc., reasonably required for the purpose of this study.
4. Subject to the Non-Disclosure and Confidentiality provision set forth hereinafter, the City will make its resources and data available to the Team. These resources include, but are not limited to: staff; studies; documents; policies (written and unwritten); strategies; etc.
5. The City accepts the process/method of “estimating” and/or “forecasting” the number of ERU’s based on the data conditions analysis, for the needs analysis phase of the project.

Project Schedule:

It is anticipated that Phase 1 tasks can be completed within 4 months of authorization to proceed. This timeframe is dependent on timely responses and decision making from the City.

Non-Disclosure and Confidentiality

During the course of completing the work under this MOU, the agents and employees of the County and the Team may obtain confidential and privileged information and data from the City. Accordingly, and in order to ensure that said data and information remain privileged and confidential, the County, its employees and agents, and the Team, agree not to share, release, disclose, provide, or otherwise make available to any entity or person any such confidential or privileged information or data, or make any use thereof, other than in providing the task products and reports described in this MOU to the City, without the express written consent of the City.

Project Fee:

Phase 1: \$31,000

Phase 2: TBD

Termination

This MOU may be terminated by either party upon sixty (60) days written notice to the other party. In the event this MOU is terminated, the City shall be responsible for only those costs incurred up to and including the date of termination. Upon receipt of a final invoice, the City shall pay any outstanding balance to the County with sixty (60) days.

LORAIN COUNTY STORM
WATER DISTRICT:

CITY OF OBERLIN:

By: _____

By: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____

By: _____

Lorain County Storm Water District
Legal Counsel

Eric R. Severs
City of Oberlin
Law Director

