

RESOLUTION NO. 21-85

A Resolution authorizing the Mayor and the Auditor to sign a "Memorandum of Understanding" between the City of Bexley and the Franklin Soil and Water Conservation District.

WHEREAS, the Planning Commission has recommended that the City of Bexley enter into an agreement with the Franklin Soil and Water Conservation District; and

WHEREAS, it is anticipated that the services under such an agreement would be provided at no cost to the City; therefore,

BE IT RESOLVED by the Council of the City of Bexley, State of Ohio:

SECTION 1. That the Mayor and the Auditor be and they hereby are authorized to enter into an agreement with the Franklin Soil and Water Conservation District.

SECTION 2. That said agreement shall be substantially the same as the "Memorandum of Understanding" attached hereto, and made a part hereof.

Passed: May 14, 1985

Attest: John Horger

John Bay  
President of Council

Approved: May 23, 1985

David H. Madison  
David H. Madison  
Mayor

April 23, 1985 - 1<sup>st</sup> reading  
May 14, 1985 - Adopted

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF BEXLEY, FRANKLIN COUNTY, OHIO AND FRANKLIN SOIL AND WATER  
CONSERVATION DISTRICT

It is recognized that our soil, water and related resources are important aspects of our environment. It is further recognized that they can, with care and joint effort, be protected or renewed. Cooperation in the consideration of these natural resources prior to and during land use changes will do much toward minimizing potential damage.

Recognizing this joint concern and responsibility, this Memorandum of Understanding is entered into by and between the Franklin Soil and Water Conservation District, and the City of Bexley, State of Ohio, hereinafter call the City.

This Memorandum of Understanding is entered into on this 29  
day of May, 19 85, and becomes effective on the  
date of the last signature.

(2)

Within the limitations of authorities, resources and established policies of the District and its cooperating agencies:

THIS DISTRICT WILL:

1. Make technical services available to the City upon request.
2. Carry out a continued public information program relating to the wise use of natural resources and provide to the City and its representatives, information and educational materials relating to the management of soil, water and related resources.
3. Assist in an inventory of the natural resource base and the location of potential or active problem areas in regard to resource management for present or future land use.
4. Interpret and evaluate the effects of land use changes upon the resource base and assist in preparing alternatives in relation to the long range objectives of the City.
5. Make available to the City, technical specifications and model ordinances, which can be used to maintain and protect the natural resource base.

(3)

Within the limitations of its authorities and resources, THE CITY  
WILL:

1. Cooperate with the District in the development and implementation of long range land and water use programs, utilizing such resource information as made available by the District and its cooperating agencies.
2. Confer with the District in the use of resource data, interpretation of this data, and the development of alternatives for the protection of the environment during land use changes.
3. Observe sound soil and water conservation principles for water management, sediment control, soil stabilization and vegetative protection, and require incorporation of recommended practices in development and building plans under their jurisdiction.

IT IS MUTUALLY AGREED:

1. That the City and the District will meet at least annually, to review and coordinate activities and programs with the aim of developing a multi-discipline approach to resource management.
2. That standards and specifications developed by the District or agencies assisting the District will be used in planning and application of conservation measures.

3. That the type of materials and technical data needed to give competent consultive service will be agreed upon, and prior to publication of material, will be reviewed by all parties and credit be given in said publication to the District and its assiting agencies.

4. This Memorandum may be amended or terminated at any time by mutual consent of the parties hereto, or may be terminated by either party by giving sixty (60) days notice in writing to the other.

In witness whereof, the Memorandum executed and agreed to on the day, month, and year written above.

FRANKLIN SOIL AND WATER CONSERVATION DISTRICT

Marion E. Harbige Chairman Board of Supervisors  
TITLE

5/29/85  
DATE

CITY OF BEXLEY, OHIO

David H. Madson  
TITLE Mayor

John J. Harbige  
TITLE Auditor

May 15, 1985  
DATE