

**ORDINANCE NO. 2024-010, AS AMENDED**

**AN ORDINANCE AUTHORIZING THE MAYOR, SERVICE-SAFETY DIRECTOR AND/OR CITY ENGINEER OF THE CITY OF FINDLAY, OHIO, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE MAUMEE WATERSHED CONSERVANCY DISTRICT AS SET FORTH IN THE MEMORANDUM OF AGREEMENT ATTACHED HERETO AS EXHIBIT A, APPROPRIATING AND TRANSFERRING FUNDS THERETO, AND DECLARING AN EMERGENCY.**

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Findlay, State of Ohio, two-thirds (2/3) of all members elected thereto concurring:

SECTION 1: That the City of Findlay is desirous to enter into a Memorandum of Agreement with the Ohio Department of Transportation and the Maumee Watershed Conservancy District for improvements to the US 68/SR 15 interchange that allows residents in the Spring Lake Subdivision to have an egress onto US 68 once the Eagle Creek basin is constructed, and;

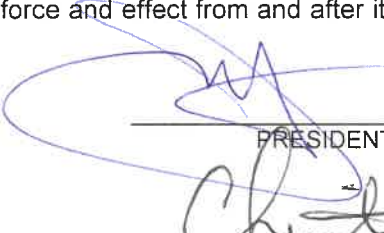
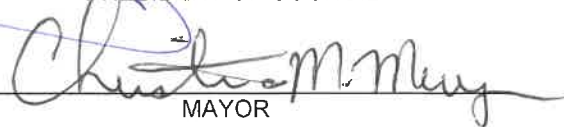
SECTION 2: That the City of Findlay's local match of twenty percent (20%) not to exceed six hundred fifty thousand dollars (\$650,000.00) to help fund the construction and inspection of this project shall be delivered to the Maumee Watershed Conservancy District on or before February 16, 2024 and then transferred to the Ohio Department of Transportation, and;

SECTION 3: That the following sums be and the same are hereby appropriated and transferred:

FROM:	CIT Fund – Capital Improvement Restricted Account	\$ 575,000.00
TO:	HAN-US 68/ SR 15 Interchange Improvements PID112280 Project No. 32840200	\$ 575,000.00

SECTION 4: 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 inhabitants of the City of Findlay, Ohio, and for the further reason it is immediately necessary to enter into said MOA so that the City of Findlay may move forward with a Memorandum of Agreement between the City of Findlay and the Maumee Watershed Conservancy District for the construction phase of the aforementioned effort.

WHEREFORE, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
\_\_\_\_\_  
PRESIDENT OF COUNCIL  
  
\_\_\_\_\_  
MAYOR

PASSED February 6, 2024

ATTEST Devin DeVore  
CLERK OF COUNCIL

APPROVED February 6, 2024

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN THE CITY OF FINDLAY, OHIO AND THE MAUMEE  
WATERSHED CONSERVANCY DISTRICT**

**I. BACKGROUND:**

Several recent and severe floods in the Blanchard River Watershed have encouraged cooperative floodplain management efforts of local communities impacted by the events. The Hancock County Commissioners and the Maumee Watershed Conservancy District (MWCD) engaged Stantec Consulting Services, LLC to review a study prepared by the U.S. Army Corps of Engineers (USACE) to make recommendations for projects that would reduce the risk of damages during flood events. One of the recommendations is the construction of a flood storage basin along Eagle Creek south of the City of Findlay. The completed basin will require the closure of Township Roads 49 and 77 in Eagle Township necessitating an alternative method of ingress and egress to the impacted area.

MWCD, a watershed district formed pursuant to Chapter 6101 of the Ohio Revised Code, has tasked Stantec, in cooperation with the Ohio Department of Transportation (ODOT), to prepare an alternative plan for ingress and egress.

**II. MWCD DUTIES AND REQUIREMENTS:**

A. Alternative Ingress & Egress. MWCD has partnered with ODOT to modify the US 68/SR 15 interchange to connect Township Road 80 into said interchange that will provide ingress and egress to the area impacted by the closure of Township Roads 49 and 77. ODOT has secured a PROTECT grant that will provide 80% of the construction cost for the interchange modification. ODOT will also fund all construction engineering and inspection.

B. Representations, Warranties and Covenants. MWCD is a subdivision of the State of Ohio with all the requisite power and authority to construct, or provide for the construction of, the Eagle Creek Flood Basin under the laws of the State. MWCD has the power to enter into and perform its obligations under this Agreement and have been duly authorized to execute and deliver this Agreement. MWCD is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit the ability of MWCD and to carry out the performance of the terms of this Agreement.

**III. CITY OF FINDLAY DUTIES AND REQUIREMENTS:**

A. Local Funding. The City of Findlay hereby agrees to provide the 20% local match for the construction of the interchange modifications in the amount of \$ 529,500.<sup>00</sup>. Said amount shall be delivered to MWCD on or before February 16, 2024 to ensure timely submittal of said funds to ODOT.

**IV. GENERAL TERMS**

A. Liability. Each party to this Agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

B. Effective Date. This Agreement shall become effective by the date of last signature.

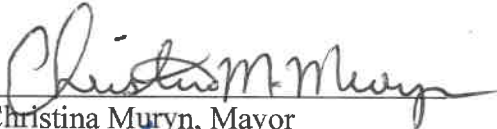
C. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be located in the courts of Hancock County, State of Ohio.

D. Entire Agreement. This Agreement and its Appendices and Attachments contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals, and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

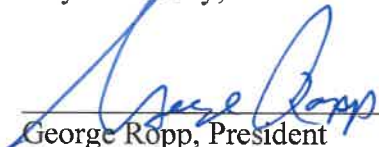
E. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by any party hereto without the prior written consent of the other parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.


**SIGNATORIES:**

  
Christina Muryn, Mayor  
City of Findlay, Ohio

02/08/2024  
Date

  
George Ropp, President  
Maumee Watershed Conservancy District

12-12-23  
Date

  
Mark Moats, Board Member  
Maumee Watershed Conservancy District

12/12/23  
Date

  
David Kuhn, Board Member  
Maumee Watershed Conservancy District

12/12/23  
Date