

ORDINANCE NO. 2018-010

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FINDLAY, OHIO, TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE HANCOCK COUNTY COMMISSIONERS AND THE MAUMEE WATERSHED CONSERVANCY DISTRICT FOR FLOOD MITIGATION IMPROVEMENTS WITHIN THE CITY OF FINDLAY, AND DECLARING AN EMERGENCY.

WHEREAS, the Maumee Watershed Conservancy District (MWCD), a watershed district formed pursuant to Chapter 6101 of the Ohio Revised Code, has received a sixty percent (60%) design plan for flood mitigation improvements within the City of Findlay from Stantec, a consulting firm hired by the MWCD to review the plan presented by the US Army Corps of Engineers General Investigation Study of the Blanchard River, and;

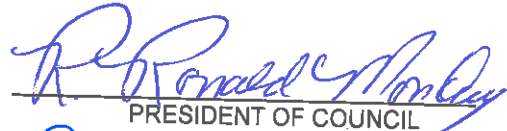
WHEREAS, the design plan includes tree removal and clearing of brush within the area proposed for bench widening. In order to comply with the requirements of the US Fish and Wildlife Service, trees that could be potential habitat for endangered species and can only be disturbed between November 1 and March 31, but in order to meet the goal of significantly advancing the proposed bench widening in calendar year 2018, it is necessary to proceed with the tree removal ahead of the March 31 deadline, and;

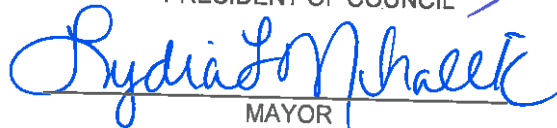
WHEREAS, the City of Findlay, Ohio's only obligation is to provide access to the property. There is no financial commitment for this portion of the project.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Findlay, State of Ohio:

SECTION 1: That the Mayor of the City of Findlay, Ohio, be and she is hereby authorized to enter into a Memorandum of Agreement with the Hancock County Commissioners and the Maumee Watershed Conservancy District, a copy of which is attached hereto and incorporated herein as "EXHIBIT A".

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


PRESIDENT OF COUNCIL


MAYOR

PASSED January 16, 2018

ATTEST Denise DeVore
CLERK OF COUNCIL

APPROVED January 16, 2018

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

I. BACKGROUND:

The Maumee Watershed Conservancy District (MWCD), a watershed district formed pursuant to Chapter 6101 of the Ohio Revised Code, has received a 60% design plan for flood mitigation improvements in the City of Findlay from Stantec, a consulting firm hired by the MWCD to review the plan presented by the US Army Corps of Engineers General Investigation Study of the Blanchard River.

The 60% plan recommends proceeding with tree removal and clearing of brush within the area proposed for bench widening. In order to comply with requirements of the US Fish & Wildlife Service, trees that could be potential habitat for endangered species can only be disturbed between November 1 and March 31. In order to meet the goal of significantly advancing the proposed bench widening in calendar year 2018, it is necessary to proceed with the tree removal ahead of the March 31 deadline.

In November, 2009, the voters of Hancock County (the County) passed a ¼% Sales Tax whose proceeds are dedicated to flood mitigation in Hancock County. This Memorandum of Agreement shall serve as notice by the Hancock County Commissioners to provide said ¼% Sales Tax to the MWCD to cover the costs of completing the tasks described in the preceding paragraph.

II. MWCD DUTIES AND REQUIREMENTS:

A. Use of Funds. MWCD shall use the funds under this Agreement for the purpose of contracting with H&H Land Clearing of Middlefield, Ohio in the amount of (\$104,999.94) for the purpose tree removal and clearing of brush and for administrative expenses incurred by the MWCD to support the project.

B. Bidding. MWCD shall receive competitive bids for the proposed tree removal and clearing of brush and shall report the results of said bid to Hancock County so that an encumbrance can be established that will allow MWCD to contract with the recommended bidder.

C. Disbursements. In lieu of levying assessments as prescribed in ORC 6101.48, the MWCD shall submit disbursement requests to the County, which shall determine whether the submitted costs are allowable under this Agreement. Upon approval of the disbursement, the County will transmit funds to MWCD.

D. 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, and operate the Project under the laws of the State and to carry on their

activities as now conducted. 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. HANCOCK COUNTY DUTIES AND REQUIREMENTS:

A. Funding. In compliance with Section IIC, Hancock County shall provide funding to the MWCD through the ¼% Sales Tax adopted for the purpose of flood mitigation improvements in Hancock County.

B. Property Access. Hancock County agrees to permit the MWCD and Stantec access across any properties owned by Hancock County that may be impacted by the recommended improvements. Access, stockpile, mobilization and other activities shall be in accordance with approved plans

C. Property Acquisition. Hancock County agrees to acquire any real property or easements necessary for the construction of the recommendations.

IV. CITY OF FINDLAY DUTIES AND REQUIREMENTS

A. Property Access. The City of Findlay agrees to permit the MWCD and its contractors access across any properties owned by the City that may be impacted by the recommended improvements. Access, stockpile, mobilization and other activities shall be in accordance with approved plans.

V. 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 Franklin 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.

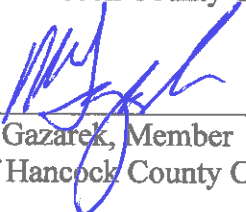
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

SIGNATORIES:



Brian J. Robertson, Chairman
Board of Hancock County Commissioners

1-16-18
Date



Mark D. Gazarek, Member
Board of Hancock County Commissioners

1/14/18
Date



Timothy K. Bechtol, Member
Board of Hancock County Commissioners

1-16-18
Date

Approved as to form:



Lucinda M. Land
Assistant County Prosecutor

1-18-18
Date

SIGNATORIES:

Richard Ricker
Richard Ricker, Chairman
Maumee Watershed Conservancy District

1-16-18
Date

ABSENT
George Ropp, Board Member
Maumee Watershed Conservancy District

Date

Mark Moats
Mark Moats, Board Member
Maumee Watershed Conservancy District

1-16-2018
Date

Lydia Mihalik
Lydia Mihalik, Mayor
City of Findlay, Ohio

1-16-18
Date

Approved as to form:

Donald J. Rasmussen
Donald J. Rasmussen
City of Findlay Law Director

1-16-2018
Date