

Maumee Watershed Conservancy District
Board of Directors Meeting
September 8, 2016

The Board of Directors of the Maumee Watershed Conservancy District met in regular session at the Maumee Watershed Conservancy District in Defiance, Ohio, on September 8, 2016. In attendance were Richard Ricker, George Ropp and Mark Moats, Directors; Clark L. Army, General Manager; Wendy Yunker, Sec/Treas; Steve Wilson, Engineer and Project Manager; Scott Peyton and Adam Hoff, Stantec; and Jim Weaner, Legal Counsel

Chairman Richard Ricker called the meeting to order at 9:00 a.m.

Approval of Minutes: The minutes of the August meeting were approved as mailed. Motion was made by George and seconded by Mark. Yeas 3.

Financial Reports: The financial reports for August along with the CD tracking were approved as mailed. Motion was made by Mark and seconded by George. Yeas 3.

Update on Levy for 2016-2017 Collection: Wendy informed the Directors that all the collections are in for 2016 and she has received new land market values for 5 of the 7 counties and will be sending out the Certifications soon.

Upper Blanchard River Flood Study Design Update: Steve Wilson went over the final version of the Memorandum of Agreement between Hancock County Commissioners and MWCD noting that this MOA only authorizes contract to reach the proof of concept milestone (Phase II) and that there will be a separate MOA authorized to move forward after the proof of concept is completed.

Adoption of Resolution: After discussion, a motion was made by George to approve the following resolution:

**Resolution No. 2176
To Approve Memorandum of Agreement between
Hancock County Commissioners and MWCD
And Amend 2016 Receipts/Appropriations**

BE IT RESOLVED, that the Board of Directors agree to accept the Memorandum of Agreement with the Hancock County Commissioners and accept the \$20,000 upfront as well as amend estimated receipts to total \$42,000 for estimated receipts and expenditures for 2016.

<u>Acct#</u>	<u>Description</u>	<u>Current</u>	<u>Add'l Approp</u>	<u>Total Approp</u>
30-01-10	Upper Blanchard Improvement Fund	0.00	42,000.00	42,000.00
<u>Acct#</u>	<u>Description</u>	<u>Current</u>	<u>Add'l Receipts</u>	<u>Total Receipts</u>
600-1-01	Intergovernmental Revenue	0.00	42,000.00	42,000.00

Mark seconded the motion. Yeas 3.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE HANCOCK COUNTY COMMISSIONERS
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 U.S. Army Corps of Engineers (USACE) has been working with communities to study potential projects that will reduce flood risk to people and property. In Hancock County, construction of a diversion channel that would collect storm flows from Eagle Creek south of the City of Findlay and deposit said flows into the Blanchard River west of Findlay has been proposed by the USACE. This recommendation is currently being reviewed by Stantec, an engineering consulting firm hired to evaluate the work performed by the USACE

The Maumee Watershed Conservancy District (MWCD), a watershed district formed pursuant to Chapter 6101 of the Ohio Revised Code, is considering the addition of the USACE Hancock County proposal or an independent proposal developed by Stantec, to the District's official plan. MWCD is the appropriate local public agency to lead the Hancock County Flood Mitigation project.

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 review to be performed by Stantec.

II. MWCD DUTIES AND REQUIREMENTS:

A. Project Manager. MWCD shall retain Steven C. Wilson as the project manager to supervise the completion of the work to be performed by Stantec.

B. Satellite Office. The MWCD shall establish a satellite office at 1900 Lima Avenue, Findlay, Ohio for the purpose of establishing a local presence for the Feasibility Study. Said office shall be occupied by project manager Steven C. Wilson at no cost to MWCD.

C. Representations, Warranties and Covenants. MWCD is a subdivision of the State of Ohio with all the requisite power and authority to study 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. Disbursement of Funds. In lieu of levying assessments as prescribed in ORC 6101.48, the MWCD shall be reimbursed by Hancock County for the salary and expenses of the project manager and any MWCD expenses related to the work to be performed by Stantec. The County shall make an initial disbursement to the MWCD of Twenty Thousand and 00/100 dollars, (\$20,000.00) at the time of the execution of this MOA. An accounting of the use of said initial disbursement shall be included with the first subsequent distribution request presented by MWCD to the County Commissioners. The Commissioners shall determine whether the submitted costs are allowable under this Agreement. Upon approval of the disbursement, the County will transmit funds to MWCD. If an additional advancement of funds is requested, MWCD shall provide documentation to the County to justify the cost prior to release of funds.

B. Contracting. Hancock County acknowledges that MWCD will be contracting with Stantec for the Phase II Work Plan – Proof of Concept. MWCD shall review and approve Invoices received for Stantec's work. Approved invoices shall be submitted to the County Commissioners who shall authorize disbursement of the invoice amount to the MWCD who shall in turn make payment to Stantec.

C. Availability of Funds. In the event the aforesaid ¼% Sales Tax proceeds shall no longer be available to support the cost of the work to be performed by the MWCD and Stantec, the County Commissioners shall confer with the MWCD Board to determine if other funding sources are available and appropriate to complete the work. Should the Commissioners and the MWCD Board reach an impasse in these discussions, activities related to this MOA may cease.

D. Cost Accounting. Hancock County and the MWCD agree to utilize cost accounting systems that will accurately reflect the expenses associated with this undertaking and be in compliance with the audit requirements of the State of Ohio.

E. Satellite Office. Hancock County agrees to provide office space that will give the MWCD a satellite presence in Findlay. The office will be located at 1900 Lima Avenue (Hancock County Engineers office) and will be manned by the MWCD project manager.

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

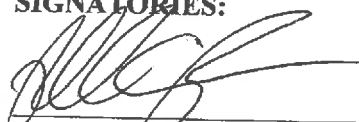
are to be resolved in a Court of Law, said Court shall be located in the courts of Hancock County, State of Ohio.

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.

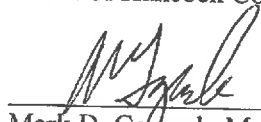
E. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by any party hereto without the prior written consent of the other parties.

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


SIGNATORIES:


Phillip A. Riegler, Chairman
Board of Hancock County Commissioners

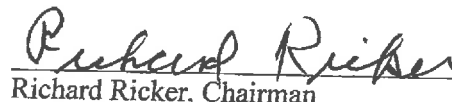
9-8-16
Date


Mark D. Gazarek, Member
Board of Hancock County Commissioners

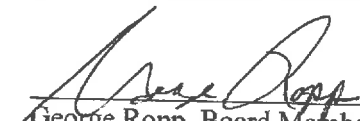
9/8/16
Date


Brian J. Robertson, Member
Board of Hancock County Commissioners

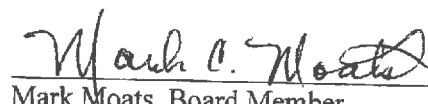
9-8-16
Date


Richard Ricker, Chairman
Maumee Watershed Conservancy District

9-8-16
Date


George Ropp, Board Member
Maumee Watershed Conservancy District

9-8-2016
Date


Mark Moats, Board Member
Maumee Watershed Conservancy District

9-8-16
Date

Adoption of Resolution: Motion was made by Mark to approve the following resolution:

**Resolution No. 2177
To Approve Service Contract with
Steven C. Wilson**

BE IT RESOLVED, that the Board of Directors agree to accept the Contract for Project Management Services between Steven Wilson and MWCD to oversee review of USACE by Stantec in the amount of \$100 an hour and will also oversee preparation of detailed plans if a project is recommended by Stantec.

George seconded the motion. Yeas 3.

**CONTRACT FOR PROJECT MANAGEMENT SERVICES BETWEEN
STEVEN C. WILSON, PE, PS
AND**

THE MAUMEE WATERSHED CONSERVANCY DISTRICT

This agreement is entered into this 8th day of ~~August~~ ^{SEPTEMBER}, 2016, by and between Steven C. Wilson, PE, PS, (hereinafter referred to as "Project Manager") and the Maumee Watershed Conservancy District, 1464 Pinehurst Drive, Defiance, Ohio 43512 (hereinafter referred to as "MWCD").

WITNESSETH, that Project Manager and MWCD, for the consideration and mutual covenants contained herein, mutually agree as follows:

Project Manager shall be retained by the MWCD as Independent Contractor as needed and which employment includes:

ARTICLE 1: SCOPE OF WORK. Project Manager may be requested by MWCD to furnish the following professional services related to completion of a Feasibility Study to the Upper Blanchard River identified in a General Investigation Study conducted by the US Army Corps of Engineers (USACE), said improvements located in or near the City of Findlay, Ohio:

- Oversee review of USACE data by Stantec
- Oversee preparation of detailed plans if a project is recommended by Stantec and authorized by the MWCD Board of Directors

ARTICLE 2: COMPENSATION. Project Manager shall be compensated by the MWCD as follows:

- \$100/hour for time devoted to the activities described in Article 1.
- A comprehensive log shall be maintained of said time in 0.1 hourly increments.
- 50% of the above hourly rate shall be paid for travel time to required meetings or site visits outside of Hancock County. Actual time spent at meetings or visits shall receive the full hourly rate.
- The standard IRS mileage reimbursement for miles traveled to required meetings and site visits outside of Hancock County.
- Reimbursement for lodging and meal expenses should overnight travel be necessary for attendance at required meetings.

ARTICLE 3: CONTRACT TERM. This Contract shall expire on December 31, 2017. Each party hereto, however, shall have the right to terminate this agreement with no less than thirty (30) days written notice to the other party at the addresses included herein.

In Witness hereto, the parties have executed this Agreement on the date that first appears above.



Steven C. Wilson, PE, PS

Maumee Watershed
Conservancy District



By its: _____

Scott Peyton gave the Directors an update on their progress in the Gap Analysis Study. Adam Hoff then presented the Directors with a Professional Service Agreement to get started on the survey work. Stantec plans to follow an aggressive schedule to have the survey work done in 75 days.

Adoption of Resolution: After discussion and previous review from our legal counsel, a motion was made by George to approve the following resolution:

**Resolution No. 2178
To Approve Professional Service
Contract with Stantec**

BE IT RESOLVED, that the Board of Directors agree to accept the contract with Stantec to do the data collection and analysis to see if the preferred plan will be feasible to move forward with.

Mark seconded the motion. Yeas 3.

2017 Appropriations: Lynn informed the Directors that he is starting to work on the appropriations for 2017. After discussion, George Moved to raise Kurt's salary to \$25.34 an hour, raise Wendy's salary to 24.04 and hour, raise Todd's salary to 20.43 an hour and keep Lynn's hourly rate the same with a bonus check in the amount of \$1,370.10 for year-end 2016. Mark seconded the motion. Yeas 3.

District Tractor Update: George stated that he was in the shop and inspected the District's tractor. It is out of date and thinks it is time to start looking in to purchasing a new one. He would like to find one that our maintenance men will be able to use to clear out crossings to save the money from hiring contractors. Dick would like to do research on how townships purchase their equipment and George stated he would look in to that and Lynn would have Todd price some tractors to present at the next meeting.

Land Owner Correspondence: Lynn stated he was notified that there was some activity going on at a property in Van Wert County that includes some clearing and draining of a pond so he contacted legal counsel and a letter was sent out to the land owner asking for current status. Although there was no response to the letter, Lynn stated it looks as though the activity on the property has ceased at this time.

Legal Counsel Update: Jim stated he had went through the contract with Stantec and is comfortable with the updated contract that the Directors signed today. Jim also stated that he has

not heard a response back from previous land owner but will contact the District if there's any further action needed.

General Manager Report: Lynn stated he has been working with Steve on the Upper Blanchard contract and preparing for the new year with assessment collection information and working on appropriations. Lynn also reminded the Directors of the Lower Blanchard River Flood Reduction Project Phase I completion recognition that will be held on September 21, 2016 and stated he would like to tour the project site prior to the meeting.

Meeting dates 2016: September 21 (tour), October 11, and December 13.

Adjournment: Dick moved for adjournment at 10:27 a.m. Mark seconded. Yeas 3.

Richard Ricker, Chairman

Wendy J. Yunker, Sec/Treas

Maumee Watershed Conservancy District
Audit Committee Meeting
September 8, 2016

The Maumee Watershed Conservancy District Audit Committee met in regular session at the District Office at 1464 Pinehurst Dr., Defiance, Ohio, on September 8, 2016. In attendance were Richard Ricker, George Ropp and Mark Moats, Directors; Clark L. Army, General Manager; Wendy J. Yunker, Secretary/Treasurer, and Jim Weaner, Legal Counsel

Dick called the meeting to order at 10:30 a.m.

Wendy explained the financial procedures, while the committee reviewed the vouchers, bank reconciliation and financial statements to be in accordance with, and to satisfy the State Auditors checks and balances of an accounting system.

Dick moved to adjourn the Audit Committee meeting at 10:45 a.m.

Richard Ricker, Director

Wendy J Yunker, Sec/Treas