

TEMPORARY RESOLUTION NO. 139-19

PERMANENT RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE IN THE STORMWATER SEWER FUND (606) AND AMEND THE CERTIFICATE WITH THE COUNTY AUDITOR FOR A GRANT TO FAIRFIELD COUNTY FOR THE HUNTER'S RUN CONSERVANCY DISTRICT

WHEREAS, The Stormwater Utility operates under an NPDES Permit from the Ohio Environmental Protection Agency; and

WHEREAS, That permit requires the Utility to ensure that new flood management projects are assessed for incorporation impacts on water quality and existing projects are assessed for incorporation of additional water quality protection devices; and

WHEREAS, Hunter's Run Conservancy District was established in 1952 to provide flood control in the Hunter's Run and Upper Hocking area; and

WHEREAS, Hunter's Run Conservancy District is undertaking maintenance on the District structures to insure flood control protection and improve water quality through sediment control; and

WHEREAS, the City of Lancaster would like to award a one-time grant of Thirty Thousand Dollars (\$30,000.00) to Fairfield County to fund Hunter's Run Conservancy District to fulfill our permit requirements,

NOW, THEREFORE, be it resolved by the Council of the City of Lancaster, State of Ohio, that

SECTION 1. The City of Lancaster Auditor amend the Certification of Appropriations with the County Auditor in the amount of Thirty Thousand Dollars (\$30,000.00) in the Stormwater Fund 606.

SECTION 2. That the City of Lancaster Auditor appropriate from the unencumbered balance in the Stormwater Fund (606) in expense account 606.640.5234 (Contract Services) in the amount of Thirty Thousand Dollars (\$30,000.00).

SECTION 3. That this resolution shall take effect and be in force from passage and approval by the Mayor

Passed: \_\_\_\_\_ after \_\_\_\_\_ reading. Vote: Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Clerk: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Offered by: \_\_\_\_\_

Second by: \_\_\_\_\_

Requested by Finance Committee

## AGREEMENT

This Agreement is entered into as of the date set forth below between the Hunters Run Conservancy District (HRCD), a conservancy district established pursuant to Ohio Revised Code Chapter 6101, the Board of Fairfield County Commissioners (the County), a political subdivision of the State of Ohio, and the City of Lancaster (the City), an Ohio municipal corporation.

### *Section 1. Purpose of the Agreement*

- 1.01. This Agreement is entered into pursuant to the authority granted by Ohio Revised Code Section 307.15. Pursuant to the terms set forth herein, HRCD grants to the County and the City the authority to take all actions necessary to accomplish the terms of this agreement that HRCD is itself otherwise empowered by law to take.

### *Section 2. Contracts to be undertaken by the County*

- 2.01. The County shall use authority vested in HRCD and granted to the County under this Agreement to execute the following described contracts:
  - 2.01.01. Contract with TD Landscape and Maintenance to perform 1 bench/dam mowing and 1 cleanup at 12 structure sites, to prevent and control rooting, remove brush and debris on dam faces, channels and overflow areas at an estimated cost of \$37,240.00 (as fully described in attached Exhibit A).
  - 2.01.02. Contract with Novco for chemical herbicide spraying at 6 structure sites in order to terminate, prevent and control brush and broadleaf on dam faces, channels and overflow areas at an estimated cost of \$6,737.00 (as fully described in attached Exhibit A).
  - 2.01.03. Contract with FeeCorp for CCTV and cleaning the of spillway, catch basin and line at an estimated cost of \$3,050.00 (as fully described in attached Exhibit A).
  - 2.01.04. Contract with Taylor Rental for 1-month rental of brush hog, skid steer, grapple bucket and trailer for purposes of brush hogging at various structures at an estimated cost of \$5,725.00 (as fully described in attached Exhibit A).
  - 2.01.05. Contract with an engineering firm to analyze and assess soil erosion and riser reconstruction, which requires immediate attention, at Structure R-46 (off Marcy Road) at an estimated cost of \$10,000.00.

### *Section 3. Payment for Services*

- 3.01. The County, as contracting party, will be responsible for the cost of the contracts as described in Section 2 of this Agreement. In the event that the final contract cost of any contract exceeds the estimate by more than 10%, the County, in its sole discretion, may

elect not to proceed with the contract, in which case the County will notify the other parties, and the related subparagraph of this Agreement shall be considered void.

3.02. In recognition of the benefits received by residents of the City by the undertaking of the contracts described in Section 2 of this Agreement, including efforts that are vital to the City's residents by greatly reducing the risk of flooding to the City, the City hereby agrees to share in the cost of the contracts by making a one-time payment to the County in the amount of \$30,000.00. This payment shall be made on or before December 1, 2019.

3.03. The parties acknowledge that due to HRCD's financial constraints, HRCD will not be required to reimburse the other parties for the cost of the contracts described in Section 2 of this Agreement. HRCD will, however, assist where necessary in facilitating the execution and implementation of the contracts.

#### *Section 4. Term of the Agreement*

4.01. This agreement shall remain in effect during the term of any contracts executed by the County pursuant to Section 2 of this Agreement. At the conclusion of said contracts, and any other obligations imposed by this Agreement, this Agreement shall terminate.

#### *Section 5. General matters*

5.01. This Agreement shall be governed by the laws of the State of Ohio.

5.02. This Agreement constitutes the entire written understanding of the parties. It may not be contradicted by any oral representations not set forth herein. This Agreement may be modified only in writing, by mutual agreement of the parties.

5.03. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof any third-party beneficiary rights hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

5.04. By signing this Agreement, the signatories represent that they are duly authorized by the entity they represent to execute this Agreement, and that the entity has agreed to be bound by all its provisions.

SIGNATURES ON FOLLOWING PAGE  
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In consideration whereof, the parties have affixed their signatures hereto with intent to be fully bound as of the dates indicated.

HUNTERS RUN CONSERVANCY DISTRICT

By: 

Title: PRESIDENT - BD OF DIRECTORS

Date: 6/13/2019

THE BOARD OF FAIRFIELD COUNTY  
COMMISSIONERS

By: 

Title: President

Date: 6/10/19

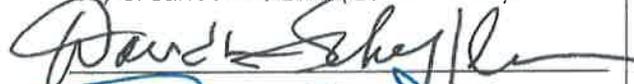
THE CITY OF LANCASTER

By: 

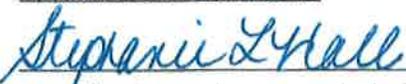
Title: Service Safety Director

Date: June 13, 2019

Approved by the Board of Control of the  
City of Lancaster, Ohio (O.R.C. 733.22):


Approved as to form only:



Law Director & City Prosecutor's Office  
City of Lancaster, Ohio

**ADDENDUM TO THE AGREEMENT  
BETWEEN THE HUNTERS RUN CONSERVANCY DISTRICT, THE BOARD OF FAIRFIELD COUNTY  
COMMISSIONERS, AND THE CITY OF LANCASTER**

This Addendum constitutes an amendment to the agreement entered between the Hunters Run Conservancy District (HRCD), a conservancy district established pursuant to Ohio Revised Code Chapter 6101, the Board of Fairfield County Commissioners (the County), a political subdivision of the State of Ohio, and the City of Lancaster (the City), an Ohio municipal corporation on June 18, 2019 ("the Agreement").

The parties hereto agree that the Agreement shall be modified as set forth herein:

Section 2.01.01 of the Agreement shall be revised to read as follows: "Contract with TD Landscape and Maintenance to perform 1 bench/dam mowing and 1 cleanup at 12 structure sites, to prevent and control rooting, remove brush and debris on dam faces, channels and overflow areas, and to perform work on R-42, at an estimated cost of \$40,670 (37,240.00+1,640, missed with original HRCD calculation, and +1,790 for R-42), **as fully described in attached Exhibit A.**"

Section 2.01.02 of the Agreement shall be revised to read as follows: Contract with Novco for chemical herbicide spraying at 6 structure sites in order to terminate, prevent, and control brush and broadleaf on dam faces, channels, and overflow areas at a cost of \$6,611.10 (as fully described in Exhibit A).

Section 2.01.04 of the Agreement shall be removed.

Section 2.01.05 of the Agreement shall be revised to read as follows: Contract with Hull Engineering to analyze and assess soil erosion after riser reconstruction, which requires immediate attention, at structure R-46 (off Marcy Road) at a cost of \$7,700.00, **as fully described in attached Exhibit A.**

New Section 2.01.06 (to replace 2.01.04) is added to read: "Contract with Kull Excavating to perform work on Dam No. 6 for work requiring equipment and hauling, with an estimated cost of \$4,720.60 **(as fully described in attached Exhibit A).**"

All other terms of the original agreement not expressly modified herein shall remain unchanged and in full force throughout the duration of the Agreement.

SIGNATURES ON FOLLOWING PAGE  
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In consideration whereof, the parties have affixed their signatures hereto with intent to be fully bound as of the dates indicated.

HUNTERS RUN CONSERVANCY DISTRICT

By: 

Title: PRESIDENT - BD OF DIRECTORS

Date: 9/26/2019

THE CITY OF LANCASTER

By: 

Title: Service Safety Director

Date: 10/1/19

Approved by the Board of Control of the City of Lancaster, Ohio (O.R.C. 733.22):


Approved as to form only:



Law Director & City Prosecutor's Office  
City of Lancaster, Ohio

THE BOARD OF FAIRFIELD COUNTY COMMISSIONERS

By: 

Title: County Administrator

Date: 10.2.2019

Contractors	MOU Original Contract Amount	MOU Revised Contract Amount	Balance	
TD Landscaping	37,240.00	40,670.00	-3,430.00	Original \$38,880 with R-42 added cost of \$1,790
NOVCO	6,736.70	6,611.10	125.60	Adjustment made after dam were mowed
Fee Corp	3,049.92	3,049.92	0.00	Scheduled for end of September
Hull	10,000.00	7,700.00	2,300.00	\$10,000 estimate RFP came in at \$7,700
Taylor Rental	5,725.00	0.00	5,725.00	This rental was determined not to be cost effective
Kull Excavating Dam No.6		4,720.60		Remaining Balance to be used for Dam No. 6
<b>Total</b>	<b>62,751.62</b>	<b>62,751.62</b>	<b>62,751.62</b>	
<b>Contractors</b>				
TD Landscaping - First PO	Purchase Orders as of 9/23/2019	HRCO Requested Adjustment 9/23/2019	New Encumbrances, contracts on behalf with	Payments Made as of 9/23/2019
TD Landscaping - Second PO	38,880.00	0.00	MOU Adjustment	Balance of New Encumbrances as of MOU amendment
TD Landscaping Total	0.00	1,790.00	38,880.00	0.00
NOVCO	6,736.70	-125.60	1,790.00	6,611.10
Fee Corp	3,049.92	0.00	40,670.00	3,049.92
Hull	10,000.00	-2,300.00	3,049.92	7,700.00
Taylor Rental	0.00	0.00	7,700.00	0.00
Kull Excavating Dam No.6	0.00	4,720.60	0.00	4,720.60
<b>Total</b>	<b>58,666.62</b>	<b>4,085.00</b>	<b>62,751.62</b>	<b>38,880.00</b>
			62,751.62	To be paid by the end of November 2019
Taylor not acquired	-5,725.00		62,751.62	23,871.52
HRCO error with TD Landscaping, First PO	1,640.00			62,751.62
	-4,085.00			
				40,670.00