

RESOLUTION No. 91-39

Butler County, Ohio

Be It Resolved by the Township Trustees of Union Township,

that

Adopted the 12th day of November 1991

Attest: Patricia Williams
Township Clerk.

[Signature]
[Signature]

Township Trustees

BUTLER COUNTY ENGINEER'S OFFICE AND OPERATIONS FACILITY

Min 11/17/91
91-39

WILLIAM R. FOSTER, P.E., P.S., Butler County Engineer

October 16, 1991

Board of Union Township Trustees
c/o Mr. David R. Gully
Township Administrator
9113 Cincinnati Dayton Road
West Chester, Ohio 45069

RE: MAINTENANCE OF BUTLER-WARREN
ROAD

Dear Mr. Gully:

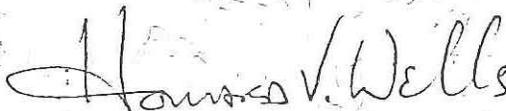
Enclosed for your information is a copy of the Maintenance Agreement for Butler-Warren Road which was recently enacted by both Boards of County Commissioners (Butler and Warren).

The responsibilities are essentially the same as they have been in the past, with the exception of the southernmost .59-mile section which will be maintained by Warren County since it was discovered that this portion of the road is entirely in Warren County.

Since Butler-Warren Road is classified as a Township Road in Butler County, Union Township will be responsible for maintaining the 4.537-mile section designated as "Butler County" on the attached plat (Exhibit "A").

We appreciate your patience and cooperation during the lengthy process of consummating this Agreement, and trust that it will meet with your satisfaction. Please review it carefully and note the definitions of maintenance and capital improvement. Feel free to call me if you have any questions or comments.

Sincerely,



Howard V. Wells
Administrative Deputy

HVW:jr
Enclosure
cc: Butler County Commissioners
W. R. Foster
D. Krall
D. Brooks
G. Wilkens
J. Pagano
T. Thiem

RESOLUTION NO. 91-10-1545 BUTLER COUNTY

BUTLER-WARREN ROAD JOINT MAINTENANCE AGREEMENT

- WHEREAS: both Warren and Butler County boards of county commissioners mutually agree that a revised maintenance agreement is needed for Butler-Warren Road; and
- WHEREAS: Warren and Butler county engineers have prepared and agreed to the mileage portions, routine maintenance, and capital improvements relative to the respective counties; and
- WHEREAS: a map of Butler-Warren Road, marked exhibit "A" which the mileage portions of the road to be maintained by the particular county is attached to and made part of this resolution; and
- WHEREAS: a list of routine maintenance and capital improvement responsibilities, marked exhibit "B", is attached and made part of this resolution.

NOW THEREFORE BE IT RESOLVED, that all prior agreements between the counties are hereby rescinded; and a motion to adopt the revised Butler-Warren Road maintenance agreement was made by Mr. Combs and seconded by Mr. Logsdon.

Upon call of the roll of the Butler County Commissioners, the following vote resulted:

Mr. <u>Combs</u>	<u>Yea</u>
Mr. <u>Logsdon</u>	<u>Yea</u>
Mr. <u>Helton</u>	<u>Yea</u>

Resolution adopted this 10th day of October, 1991.

Attest: Diana Brasfield Clerk

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 91-1084

Adopted Oct. October 1, 1991

BUTLER-WARREN ROAD JOINT MAINTENANCE AGREEMENT

WHEREAS: both Warren and Butler County boards of county commissioners mutually agree that a revised maintenance agreement is needed for Butler-Warren Road; and

WHEREAS: Warren and Butler county engineers have prepared and agreed to the mileage portions, routine maintenance, and capital improvements relative to the respective counties; and

WHEREAS: a map of Butler-Warren Road, marked Exhibit "A" which indicates the mileage portions of the road to be maintained by the particular county is attached to and made a part of this resolution; and

WHEREAS: a list of routine maintenance and capital improvement responsibilities, marked Exhibit "B", is attached and made part of this resolution.

NOW THEREFORE BE IT RESOLVED, that all prior agreements between the counties are hereby rescinded; and a motion to adopt the revised Butler-Warren Road maintenance agreement was made by Mr. Terwilleger and seconded by Mr. Egleston.

Upon call of the roll of the Warren County Commissioners, the following vote resulted:

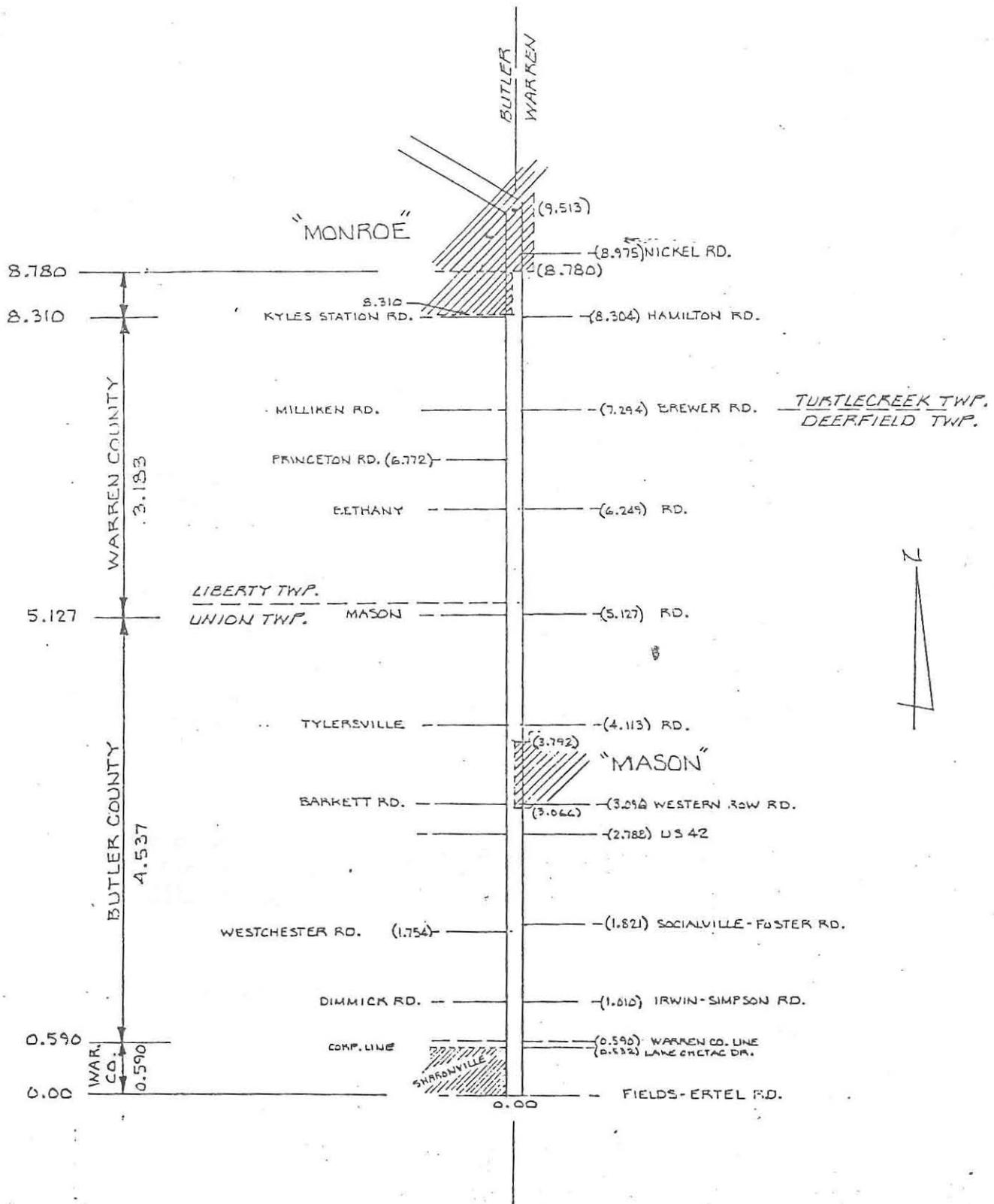
Mr. <u>Kilburn</u>	<u>yea</u>
Mr. <u>Egleston</u>	<u>yea</u>
Mr. <u>Terwilleger</u>	<u>yea</u>

Resolution adopted this 1st day of October, 1991.

BOARD OF COUNTY COMMISSIONERS

Tina Davis
Tina Davis, Clerk

cc: Engineer (file)
Butler County
C/A—Butler County



BUTLER - WARREN ROAD

MAINTENANCE AGREEMENT MAP

WARREN COUNTY --- 3.773 MILES

BUTLER COUNTY --- 4.537 MILES

EXHIBIT "A"

EXHIBIT "B"

BUTLER-WARREN AGREEMENT

County of Butler
County of Warren

This joint road maintenance agreement and resolution is made and entered into by and between Butler County, State of Ohio, herein called Butler County acting by and through its duly authorized Board of Commissioners, and Warren County, State of Ohio, herein called Warren County, acting by and through its duly authorized Board of Commissioners.

WITNESSETH:

WHEREAS, a 8.310 mile portion of Butler-Warren Road from Fields Ertel Road (Hamilton County) to the southern Monroe corporation limits is the western boundary of Warren County; and

WHEREAS, the same 8.310 mile portion of Butler-Warren Road is also the eastern boundary of Butler County; and

WHEREAS, both entities want to clarify their relationship and respective responsibilities regarding Butler-Warren Road; and

WHEREAS, past agreements have divided maintenance responsibilities as follows:

- (1) Butler County was responsible for the southern seven (7) miles of the Butler-Warren County Line Road south of Princeton Road; and
- (2) Warren County was responsible for the northern seven (7) miles of Butler-Warren County Line Road north of Princeton Road and

WHEREAS, henceforth the maintenance responsibilities shall be divided as follows:

- (1) Warren County is to maintain and repair the 0.59 mile portion of Butler-Warren Road from Fields Ertel Road north, and the 3.183 mile portion of Butler-Warren Road from Hamilton-Mason Road to Monroe's southern corporation line, at Kyles Station/Hamilton Road, for a total of 3.773 miles.

- (2) Butler County is to maintain and repair the 4.537 mile portion of Butler-Warren Road from 0.590 miles north of Fields-Ertel Road, to Hamilton-Mason Road not including the east half of the .726 mile portion that lies within the Mason City Limits; for a total of 3.811 miles.

AND WHEREAS,

maintenance has been defined as all routine repairs and general upkeep of the roadway and bridges within the right of way, including but not limited to the following list of activities:

- (1) snow and ice control (2) pot hole repair (3) sealing (4) pavement striping (5) ditching (6) culverts up to 48" diameter, including appurtenances (7) traffic signs (8) weed mowing (9) berm repair (10) brush control (11) debris removal (12) guardrail (13) annual bridge inspection.

Note: a routine maintenance project that exceeds \$10,000.00 shall be categorized as a capital improvement and the cost shared equally between the counties.

AND WHEREAS,

a capital improvement is a change, permanent and fixed--more than a mere repair or replacement or restoration-- including but not limited to the following list of activities:

- (1) road realignment, horizontal or vertical (2) pavement widening (3) traffic signals and appurtenances (4) culverts over 48" in diameter, including appurtenances (5) bridge replacement (6) bridge deck replacement (7) resurfacing (items 409,403, 404, 402 and 301)

AND WHEREAS,

this agreement involves maintenance alone; and

WHEREAS,

decisions to make capital improvements ("changes, permanent and fixed") will be made only when a situation calls for such a change; and

WHEREAS,

said decisions will require the consent and approval of both controlling entities; and

WHEREAS, if in the event there is a deadlock in a difference of opinion between the counties related to a capital improvements project, a private engineering consultant will be selected to settle the matter and his fee shared equally by both counties.

THEREFORE IT IS MUTUALLY AGREED

- (1) that pursuant to section 307.15 and 5535.08 of the Ohio Revised Code, the Butler County Board of Commissioners hereby adopt this agreement to become effective upon the adoption of the same agreement by the Warren County Board of Commissioners.
- (2) That each entity shall finance and pay for all costs of repairs and maintenance undertaken by them.
- (3) that unless otherwise agreed upon, employees and contractors of each entity shall remain solely the responsibility of that entity, as to payment, worker's compensation, and insurance, and the performing entity shall hold the other entity harmless as to any and all debts and obligations concerning those employees or contractors.
- (4) that the performing entity shall indemnify the other controlling entity for any and all loses, expenses, or litigation incurred in connection with work performed, maintenance or lack thereof.
- (5) that the conditions as set forth in Resolution 91-355 dated April 9, 1991 regarding installation and maintenance of the traffic signal at the intersection of Tylersville Road and Butler Warren Road be made part of this agreement.
- (6) that this resolution shall remain with the road regardless of county or township maintenance classification.

- (7) that annexation which may occur on portions of the road may constitute a re-evaluation and an amended agreement pertaining to mileage portions.
- (8) that either party may withdraw from or cancel this contract by notifying in writing the other party of said intention to withdraw providing at least ninety days notice.

IN WITNESS WHEREOF, the parties of this agreement have set their hands this 1st day of October, 1991.

BUTLER COUNTY BOARD OF
COMMISSIONERS

Henry Helton
[Signature]
[Signature]
ATTEST:

Diana Bradford
CLERK

WARREN COUNTY BOARD OF
COMMISSIONERS

[Signature]
[Signature]
[Signature]
ATTEST:

Lina Davis
CLERK

APPROVED AS TO FORM

William R. Foster
BUTLER COUNTY ENGINEER

Victoria Dukes
BUTLER COUNTY PROS. ATTY.

assistant prosecuting atty.

[Signature]
WARREN COUNTY ENGINEER

[Signature]
WARREN COUNTY PROS. ATTY.