

March 17, 1971

Mr. Rex E. Bayshore
Safety Service Director
City of Sharonville
10900 Reading Road
Sharonville, Ohio 45241

RE: County Line Roads

Dear Mr. Bayshore:

This letter is prepared so both parties can have a record of the agreement reached in our meeting of March 16, 1971.

It is understood that Butler County will assume the maintenance of Crescentville Road from the west corporation line of Sharonville at Chesterdale Road to the Cincinnati-Dayton Road. In return the City of Sharonville will maintain the Fields-Ertel Road from State Route 42 to the east corporation line of Sharonville. It is understood that after future annexation, the City's maintenance limits will be extended to the proposed east corporation line.

This agreement should be respected and be in force until such time as it is necessary for the benefit of either party to have the agreement altered by negotiation.

We have arranged with the consultant to use a lower plan grade for the invert of the inlet on the west side of Chesterdale Road. The revised grade should be low enough for you to connect a future storm sewer into this inlet.

If this meets with your understanding, please sign or have someone else in authority sign, the attached copy and return for our file.

For the County of Butler


S. M. Perin, P.E. Butler County Engineer

For the City of Sharonville

October 6, 1971

C
O
P
Y

Mr. Rex E. Bayshore
Safety Service Director
City of Sharonville
10900 Reading Road
Sharonville, Ohio 45241

Dear Mr. Bayshore:

Upon checking my files I find that we do not have a copy of the attached agreement, that is signed by both parties.

I would appreciate it if you might send us a copy at your convenience.

Very Truly Yours,

S. M. Perin, P.E.
Butler County Engineer

L. W. McCardle
Administrative Assistant

LWM/me

cc:file

RESOLUTION NO. _____

AGREEMENT BETWEEN CITY OF SPRINGDALE AND BUTLER COUNTY
FOR THE MAINTENANCE OF CRESCENTVILLE ROAD
FROM S.R. 4 TO CHESTERDALE ROAD

- WHEREAS, a portion of Crescentville Road from S.R. 4 to Chesterdale Road is the northern boundary of the Municipal Corporation of the City of Springdale; and
- WHEREAS, the same portion of Crescentville Road is also the southern boundary of a portion of the County of Butler, State of Ohio; and
- WHEREAS, at all times since its incorporation and prior to October of 1971, the City of Springdale has maintained the portion of Crescentville Road from S.R. 4 to S.R. 747; and
- WHEREAS, in October of 1971 Butler County agreed to maintain the entire portion of Crescentville Road from S.R. 4 to Chesterdale Road until such a time as State and/or Federal Funds became available for the improvement of Crescentville Road, and in return the City of Springdale agreed to not post the road with a reduced load limit; and
- WHEREAS, said funding was made available and improvements were made in April 1981; and
- WHEREAS, it has since been agreed that the maintenance responsibilities be divided as follows:
1. Butler County is to maintain Crescentville Road from S.R. 747 to Chesterdale Road in its entirety.

2. The City of Springdale is to maintain Crescentville Road from S.R. 4 to S.R. 747 in its entirety.

AND WHEREAS,

maintenance has been further defined as all routine repairs and general upkeep of the roadway (including up to two inches of 404 asphalt resurfacing), berms, bridges, culverts and associated drainage facilities within the right-of-way.

THEREFORE BE IT RESOLVED that pursuant to Section 307.15 of the Ohio Revised Code, the Butler County Board of Commissioners hereby adopt this agreement to become effective upon the adoption of same agreement by the City of Springdale.

M. "PETE" BISSINGER, P.E.
ADMINISTRATOR

JOSEPH HIPPEL, P.E.
CHIEF DESIGN ENGINEER

JO A. BRAUSCH, P.S.
CONSTRUCTION SUPT.

ALTER D. HERGERT, P.S.
SURVEYING

KENNETH SCHEIDT, P.E.
BRIDGE ENGINEER

QUART BECKHAM
PERMIT DEPARTMENT

JOHN KLING
PERSONNEL OFFICER

County of Hamilton

DONALD C. SCHRAMM, P.E.-P.S. COUNTY ENGINEER

IRVIN P. BASLER, P.E. - CHIEF DEPUTY ENGINEER

ROOM 800, TEMPLE BAR BUILDING

COURT AND MAIN STREETS

CINCINNATI, OHIO 45202

January 12, 1979

ANDREW J. SCHEMENAUR
OFFICE MGR. & BOOKKEEPER
KENNETH P. GEORGE
SUBDIVISIONS

CLYDE J. SCHWARTZ
TRAFFIC

WILBURT CHANEY
EQUIPMENT SUPT.

WILLIAM L. ASHCRAFT
MAINTENANCE SUPT.

EDWARD WEBER
RIGHT-OF-WAY

JACK BRUNN
PROJECT PROGRAMMING
& HYDRAULICS

Mr. William R. Foster, P.E.-P.S.
Butler County Engineer
1921 Fairgrove Avenue
Hamilton, Ohio 45011

Attn: Mr. Douglas L. Brooks
Bridge Supervisor

RE: Butler-Hamilton County
Inventory, Inspection and
Minor Maintenance Agreement

Gentlemen:

We are in receipt of your letter of January 9, 1979 and in accord with our follow-up phone conversation regarding inspection and maintenance responsibilities of bridges on the Hamilton-Butler County line, we would like to make the following minor changes to your proposal.

Hamilton County will assume the responsibility of the preparation and submittal of Inventory Forms (BR-87); the yearly inspection and BR-86 form submittal and also the minor maintenance responsibility of the following bridges.

Crescentville Road - Bridge No. SHA-0279
Crescentville Road - Bridge No. SHA-0306
John Gray Road - Bridge No. B-0135

Butler County will assume the same responsibility for the following bridge:

Howard Road - Bridge No. B-0196

This agreement covers only the Inventory, Inspection and minor maintenance items concerning the above referenced bridges. The cost of, or decision to make any major repairs, reconstruction or replacement will be coordinated between Hamilton and Butler County, as has been done in the past.

If you consider the above agreement satisfactory, we would appreciate a returned signed copy for our files, or some type of letter of approval for future reference.

RECEIVED
JAN 17 1979

Mr. William Foster, P.E.-P.S.
January 12, 1979
Page 2

The cooperation between Butler and Hamilton Counties has always been excellent and we are sure this will continue in the future.

Respectfully,

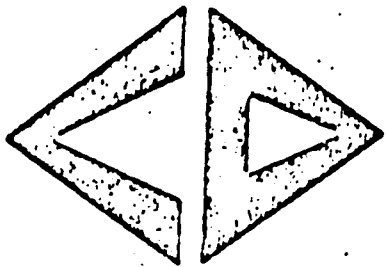
Donald C. Schramm
DONALD C. SCHRAMM, P.E.-P.S.
HAMILTON COUNTY ENGINEER

Ken W. Scheidt
Ken W. Scheidt, P.E.
Bridge Engineer

William R. Foster
William R. Foster, P.E.-P.S.
Butler County Engineer

KWS:DCS:vs

cc: Mr. William Ashcraft
Mr. Ken Scheidt
Reading File
Office File



CONSTRUCTION DESIGN SERVICE, INC.
ENGINEERS SURVEYORS

February 18, 1980

Mr. James Darland
Safety Service Director
City of Sharonville
10900 Reading Road
Sharonville, Ohio 45241

Re: Crescentville Road Storm Drainage
C-8002-E

Dear Mr. Darland:

In accordance with your request, we have made a visual inspection of the flooding problems which are occurring to the commercial properties on the south side of Crescentville Road, between Reading Road and Mosteller. The drainage in this area flows basically east from Crescentville to a point which is the rear property line of all the industrial development which fronts on Mosteller Road. At this point the main channel turns south and flows to its natural outlet at I-275. The channel south of Crescentville Road has become very overgrown and silted to the point where it is operating at best, at 50% of its capacity. This in turn has caused the natural drainage channel on Crescentville Road to silt to where the culverts under a number of the driveways off of Crescentville are half full of silt and operating at only 50% of their capacity. To resolve this problem would require the cleaning of the ditch starting on Crescentville Road and far enough south to where the channel is running free and unaffected by growth in the channel.

This ditch I am sure is on private property and the City does not have a storm sewer easement to maintain this. The project would require the joint co-operation of all property owners along the ditch line, but it is the only way that the drainage can be improved to where the low areas are not being flooded out. One of the overall contributing factors to this problem that all of those people must realize is, that they have come in, developed their properties, increased the run-off from maybe 10% to 80%-90%, and that the natural drainage channels cannot take that amount of water

563-1144

Page 2
Mr. James Darland
February 18, 1980

without flooding somewhere. In addition, a prime example of the problems that we are now facing is the current development of a parking lot at the corner of Crescentville and Reading Roads. Here is an area that two months ago was a field with grass absorbing rainfall, that now is being turned into a stoned and probably paved parking lot which will dump 80% to 90% of its water into this already overloaded ditch drainage system. The City is going to continue to have these problems and problems such as we have on Reading Road until such time as we effectively control the development that is going on and the amount of water that they are dumping into these drainage channels.

If you wish further investigation or recommendation into this problem, please contact me at your convenience.

Sincerely,

CONSTRUCTION DESIGN SERVICE, INC.



Wayne F. Shuler, P.E., P.S.

WFS/bc



CW TRANSPORT INC.

610 HIGH ST. • WISCONSIN RAPIDS, WIS. 54494 • TEL. 715-423-4500

P. O. Box 41294
Cincinnati, Ohio-45241

November 3, 1980

Mayor John Dowlin,
City of Sharonville
10900 Reading Road
Sharonville, Ohio-45241

Mr. Dowlin:

I am concerned about two health and/or safety matters within the City, and I request that you become concerned too.

1. Conrail crossing on Mosteller Road at I-275. It is only a matter of time until a death or injury occurs here. Vehicle and merchandise damage is a constant occurrence.
2. The ever increasing number of times property along Crescentville and Mosteller is flooded, with the resulting property damage and health hazards. Flood water residue is deposited throughout the area, as far south as I-275. Pools of water remain adjacent to the drainage ditches and/or waterflow from the "Crescentville ditch" through to the south of Mosteller at I-275.

When flood water can carry pieces of 12 foot steel pipe with a diameter of 2 or 3 feet, they can carry and deposit just about anything, including disease and other medical problems. A stagnant pool of water exists on the north side of Crescentville Road (in Butler County) between Gano and Mosteller. The large pool of stagnant water, and the drainage ditch (a constant, 365 day of the year water flow), and the attendant problems, is no longer a property owner, problem alone. Throughout the years there have been changes to the topographic level of the land in this area (refer to older maps). Just recently one property owner on East Crescentville increased the height of their land adjacent to the ditch. Daily residential and business property throughout Union Township and Butler County is cleared for construction. The added flow of water from some of this land, flows through the drainage ditch along Crescentville.

Dengue fever was predicted this year in the South, possibly from Texas to Florida. Encephalitis cases were reported in Texas and elsewhere this year. Daily motor carriers in this area, and Postal Department, have trailers arriving from these areas. Could larvae from these vehicles somehow reach the pools of water in this area, and cause an outbreak in 1981?



COPY TO: BILL FOSTER
CALE
11-10-80

11-18-80
Copies given
to Greg W.
& Ron Foster



CW TRANSPORT INC.

810 HIGH ST. • WISCONSIN RAPIDS, WIS. 54484 • TEL. 715-423-4500

page 2 --

November 3, 1980

Automobiles must slow to 5 mph. when crossing the Conrail tracks. Trucks must completely stop. At faster speeds, drivers can loose control of their vehicles. It is only a matter of time until a motorcycle or small car, or a truck, attempts to cross the Conrail tracks at a high, but legal rate of speed, and moves out of control.

Mosteller Road on both sides of the tracks is much higher than the tracks and the surface between. In addition to possible fatalities, any truck crossing the tracks, even if it stops beforehand, undoubtedly has merchandise damaged during the crossing. In today's business climate, such added cost is needless and unnecessary. Damage is occurring to motor carrier, private industry and railroad vehicle merchandise and property.

It is my belief that these matters should be of common concern to property owners, the Federal Government, Conrail, the City of Sharonville, and to officials of Union Township, and Hamilton and Butler counties.

Perhaps this is the time to organize a sub-conservancy district, and to work with Conrail. Or do we wait until major health hazards and injuries or deaths occur?

Will the City of Sharonville act as a catalyst and organize a group of interested parties? Not to just talk about the problems--but to BEGIN TO TAKE ACTIONS THAT WILL SOLVE THEM.

Sincerely,

Edward E. Burkett,
District Sales Manager

cc: Hon.Wm. Gradison, House of Representatives, Washington, D.C.
cc: Hon.Dale Van Vyven, House of Representatives, Columbus, Ohio
cc: General Services Admin, Washington, D.C.
cc: U.S.Army Engineers District, Louisville, Ky.
cc: Consolidated Rail Corp., Division Superintendent, Cincinnati, Ohio
cc: Norman Murdoch, for Hamilton County Commissioners
cc: Butler County Commissioners
cc: Miami Conservancy District
cc: Union Township Trustees, Butler County, Ohio
cc: James Greensfelder, President Sharonville City Council
cc: Paul Kattelman, Sharonville City Council
cc: CW-J.Sweeney
cc: CW-C.Shidler



THE OFFICE OF
BUTLER COUNTY ENGINEER

WILLIAM R. FOSTER, P.E., P.S.

1921 FAIRGROVE AVENUE - HAMILTON, OHIO 45011

Telephone - 513 - 867-5744

December 1, 1980

Mr. Charles McCarthy
Deputy Director
City of Sharonville
10900 Reading Road
Sharonville, Ohio 45241

RE: County Line Roads and Drainage

Dear Mr. McCarthy:

As a result of our meeting on Tuesday, November 25th, I would like to take this opportunity to offer the following on the above-subject matters.

In reviewing the maintenance responsibilities of the County Line road that is common to Union Township, Butler County and the City of Sharonville, I believe it would be beneficial to both of us to start the necessary agreement for the maintenance only of these roads as follows:

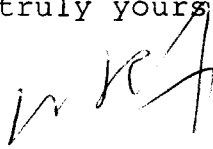
(Butler County will maintain Crescentville Road from Windisch Road to Cincinnati-Dayton Road, or Reading Road as it is known south of the County Line. In turn, the City of Sharonville will maintain Crescentville Road from Chesterdale Road to Windisch Road and that portion of Fields Ertel Road that is common with the City of Sharonville in its entirety.)

Concerning the drainage, we are in the process of developing guidelines for retention/detention systems and making this a part of our Subdivision Rules and Regulations. At present, our policy is that we will not permit anymore runoff after development for any given storm frequency than there was in the predeveloped condition. This is coupled with the fact that in the upper reaches of the drainage area there are many roadway culverts which act as detention control. Since we are aware of most of these locations, we will take every step possible to maintain the same. However, the problem that exists along Crescentville Road east of Mosteller Road in the vicinity of Gano Road needs drastic action to help alleviate the flooding conditions we have experienced in this area. We certainly solicit your help in solving the problem, as all of this is south of the County Line.

Mr. Charles McCarthy
December 1, 1980
Page Two

Please let me know your wishes on who is to prepare the draft legislation for the roadway maintenance agreement.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'W R Foster', written over the closing 'yours'.

William R. Foster, P.E., P.S.
Butler County Engineer

WRF:jr

~~cc:~~ File (Howard Wells w/attachment)

THE OFFICE OF
BUTLER COUNTY ENGINEER

WILLIAM R. FOSTER, P.E., P.S.

1921 FAIRGROVE AVENUE - HAMILTON, OHIO 45011

Telephone - 513 - 867-5744

December 26, 1980

Butler County Prosecutor's Office
Butler County Administrative Center
130 High Street
Hamilton, Ohio 45011

Attention: Victoria Daiker

Dear Vickie:

Please find attached a proposed Commissioners' resolution outlining the maintenance responsibility of Crescentville Road and Fields Ertel Road between Butler County and the City of Sharonville.

Please check the resolution as to form, and advise me of any comments at your earliest convenience.

Very truly yours,



William R. Foster, P.E., P.S.
Butler County Engineer

WRF:jr

Attachment

☒ cc: File

*Rec'd. call from
Vickie 12/30/80
recommended change
in last paragraph
otherwise OK.
HW*

RESOLUTION NO. _____

WHEREAS,

a meeting was held between William R. Foster, Butler County Engineer, and Charles McCarthy, Deputy Director, City of Sharonville, regarding the maintenance responsibility for Crescentville Road and Fields Ertel Road; and

WHEREAS,

it has since been agreed that the maintenance responsibilities be divided as follows:

1. Butler County is to maintain Crescentville Road from Cincinnati-Dayton Road to Windisch Road in its entirety.
2. The City of Sharonville is to maintain Crescentville Road from Windisch Road to Chesterdale Road and that portion of Fields Ertel Road which is common with its Corporate boundary in their entirety.

AND WHEREAS,

maintenance has been further defined as all routine repairs and general upkeep of the roadway (including up to two inches of 404 asphalt resurfacing), berms, bridges, culverts and associated drainage facilities within the right-of-way.

THEREFORE BE IT RESOLVED that pursuant to Section 307.15 O.R.C. this agreement will become effective upon the mutual adoption by the City of Sharonville.

Bill
SEE attach.
tww

O.K. w.t.
Please submit to
Pres. for approval w.t. for
Also a handout of a section
on mutual cooperation for
Temp R/W if needed

RESOLUTION NO. _____

WHEREAS, a meeting was held between William R. Foster, Butler County Engineer, and Charles McCarthy, Deputy Director, City of Sharonville, regarding the maintenance responsibility for Crescentville Road and Fields Ertel Road; and

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AND WHEREAS, maintenance has been further defined as all routine repairs and general upkeep of the roadway (including up to two inches of 404 asphalt resurfacing), berms, bridges, culverts and associated drainage facilities within the right-of-way.

THEREFORE BE IT RESOLVED that pursuant to Section 307.15 O.R.C. ^{the B.C. Bd. Commr's hereby adopt} this agreement ^{to} ~~will~~ become effective upon the ~~adoption~~ adoption by the City of Sharonville.

→ of the same agreement

RESOLUTION NO. _____

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THEREFORE BE IT RESOLVED that pursuant to Section 307.15 of the Ohio Revised Code the Butler County Board of Commissioners hereby adopt this agreement to become effective upon the adoption of same agreement by the City of Sharonville.

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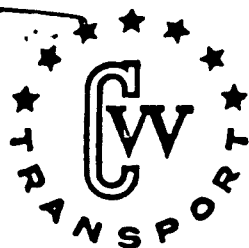
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THEREFORE BE IT RESOLVED that pursuant to Section 307.15 of the Ohio Revised Code the Butler County Board of Commissioners hereby adopt this agreement to become effective upon the adoption of same agreement by the City of Sharonville.

①

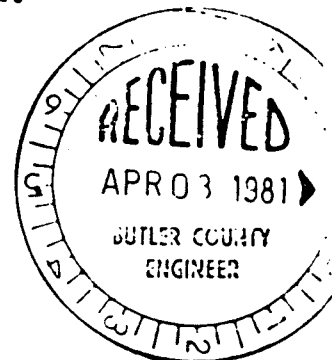
②



CW TRANSPORT INC.

810 HIGH ST. • WISCONSIN RAPIDS, WIS. 54494 • TEL. 715-423-4500

2889 E. Crescentville Rd.
Cincinnati, Ohio 45241
April 6, 1981



Mr. Paul Kattelman, Councilman
City of Sharonville
10900 Reading Road
Sharonville, Ohio 45241

Dear Paul:

Thank you for spending your valuable time with me, to listen to the problems we at CW Transport have been experiencing with annual flooding of our property. As per our discussion we are listing the problems, their causes, and what we believe to be some solutions.

We are enclosing copies of a letter dated 2/18/80, from Wayne F. Shuler, P.E. of Construction Design Service addressed to Mr. James Darland. This letter addresses the problem from a professional point of view and states the cleaning of the ditch is essential to the alleviation of area flooding. I would like to add one thing to Mr. Shuler's comments. The brush and debris that floats downstream during rain storms collects at culvert openings and builds a dam that causes water to back up and flow over driveways. This problem alone is causing much damage and greatly adds to the flooding.


As explained to you in our meeting, and as you saw, we have already lost one of our 2 driveways (due to wash out) which is hampering the traffic flow and efficient use of our facility. If we lose the other driveway (which we surely will if something isn't done quickly) we will be out of business. Also, we have sleeping quarters in the basement of our building for our Road Drivers. It is a constant worry to us, that should a flash flood occur, we could have people trapped down there and with all the electrical equipment in the basement we could have a tragic loss of life. Of course, you're very familiar with the Teamsters Union and if enough drivers complained about the safety of the sleeping quarters, we would lose the right to house the drivers in our terminal. Thus we would have to put them in Motels at a cost of approximately \$250 per day. (based on an average of 10 drivers daily staying in our dormitory) The longer we wait, the more damage is sustained and the hazards increase.

As you can see we are highly motivated to correct this flooding problem immediately. But, there is not to much we can do until all property owners along the drainage ditch, clean out the channel and properly maintain it. You are familiar with our efforts to get action from the City Administration and from Butler County. These people have been cooperative and sympathetic, but, there is only so much they can do. What we need is an ordinance (or enforcement, if such a law is on the City or State books) requiring property owners to clean and maintain drainage ditches on their property. So as not to effect the peaceful enjoyment, cause property damage or threaten the health and lifes of their neighbors.

As Chairman of the Law Committee we are asking you to explore the possibilities of proposing such an ordinance to Council. If there is anything you need in the way of more information, drawings, professional opinions and etc., that we may be able to provide, please advise. We desperately need your help and assistance, we thank you for your efforts.

Sincerely,

CW TRANSPORT, INC.


Charles L. Shidler
Terminal Manager

CLS/jms

cc: John S. Dowlin, Mayor
City of Sharonville

James B. Darland, Safety/Service Director
City of Sharonville

C.J. McCarthy, Deputy Director
City of Sharonville

William R. Foster, P.E., P.E.
Butler County Engineer
1921 Fairgrove Avenue
Hamilton, Ohio 45011

Lee R. Fritschler, P.E.
Director Terminal Properties
CW Transport, Inc.
Wisconsin Rapids, Wisc 54494

DEPARTMENTAL CORRESPONDENCE

TO ✓ Howard Wells DEPT Administrative Asst.
FROM W. R. Foster DEPT County Engineer
SUBJECT CRESCENTVILLE ROAD - SHARONVILLE AGREEMENT DATE March 2, 1983

We tentatively agreed to the same responsibility as that in our meeting with Charlie McCarthy two years ago.

We will be responsible for the roadway from Windisch to Cincinnati-Dayton. If we can ever get our approval from the Prosecutor, I suggest we submit an agreement to Sharonville for their consideration.

They are not going to enter into the resurfacing contract, as they feel that section of roadway under their jurisdiction is not warranted at this time. I have instructed Greg to go from Mosteller to Cincinnati-Dayton Road.

jr

*Agreement
typed & sent to
Cincinnati
3/3/83*

THE OFFICE OF
BUTLER COUNTY ENGINEER

WILLIAM R. FOSTER, P.E., P.S.

1921 FAIRGROVE AVENUE — HAMILTON, OHIO 45011

OFFICE: (513) 867-5744

TAX PLAT DEPT. (513) 867-5764

March 9, 1983

Mr. Rex Bayshore
Safety Service Director
City of Sharonville
10900 Reading Road
Sharonville, Ohio 45241

RE: Crescentville Road
Maintenance Responsibility

Dear Mr. Bayshore:

After our meeting last week, I had the enclosed resolution dug out of the file. This was drafted as a result of a meeting with Charles McCarthy some time ago. Please review it at your convenience, and make whatever changes you find necessary to agree with your ordinances. I believe the sections to be maintained are much the same as what we discussed in our meeting.

I have not heard anything from Bob Petrocy yet concerning the Fields Ertel/Cincinnati-Columbus/U. S. 42 intersection project. When I do, I will bring you up to date.

Thank you for your cooperation in this matter.

Very truly yours,



William R. Foster, P.E., P.S.
Butler County Engineer

WRF:jr

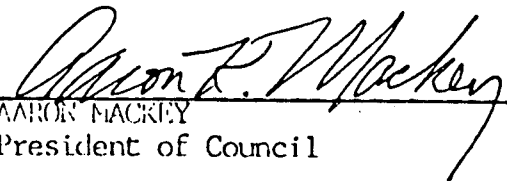
Enclosure

cc: H. Wells
File

AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ENTER INTO A
CONTRACT WITH BUTLER COUNTY, OHIO FOR THE MUTUAL RESPONSIBILITIES
FOR THE REPAIR OF CRESCENTVILLE AND FIELDS ETEL ROADS

BE IT HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF SHARONVILLE, OHIO,
THAT:

The Safety Service Director is hereby authorized to enter into a contract with Butler County, Ohio for the purpose of determining the mutual responsibilities for the repair of the common border sections of Crescentville Road and Fields Ertel Road. The Agreement shall equally divide the responsibility between the two parties to the contract with approximately 5,500 lineal feet being assigned to each party.


AARON MACKEY
President of Council

Passed: 4-26-83

Attest: Natty Darland

Approved: 4-26-83


MAYOR JOHN S. DOWLIN

1st Reading 3/29/83
2nd Reading 4-12/83
3rd Reading 4-26-83
4th Reading 4-26-83
PUBLISHED
Attest

+ WICKENS
cc: Foster
WELLS
J. STITS,

RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BUTLER COUNTY, OHIO, That

WHEREAS, a meeting was held between William R. Foster, Butler County Engineer, and Charles McCarthy, Deputy Director, City of Sharonville, regarding the maintenance responsibility for Crescentville Road and Fields Ertel Road; and

WHEREAS, it has since been agreed that the maintenance responsibilities be divided as follows:

1. BUTLER COUNTY is to maintain Crescentvill Road from Cincinnati-Dayton Road to Windisch Road in its entirety.
2. THE CITY OF SHARONVILLE is to maintain Crescentville Road from Windisch Road to Chesterdale Road and that portion of Fields Ertel Road which is common with its corporate boundary in their entirety;

AND WHEREAS, maintenance has been further defined as all routine repairs and general upkeep of the roadway (including up to two inches of 404 asphalt resurfacing), berms, bridges, culverts and associated drainage facilities within the right-of-way.

THEREFORE BE IT RESOLVED that, pursuant to Section 307.15 of the Ohio Revised Code, the Board of County Commissioners of Butler County, Ohio hereby adopts the aforesaid agreement, which shall become effective upon the adoption of same by the City of Sharonville.

Mr. Schirmer seconded the above resolution and upon call of the roll, the vote resulted as follows:

Mr. Dixon Yea

Mr. Schirmer Yea

Mr. Logsdon Yea

Adopted: June 6, 1983

Attest:

Diana Bradford, Clerk

+ WELLS
cc: ALL DEPT. HEADS

DEPARTMENTAL CORRESPONDENCE

TO W. R. Foster DEPT County Engineer
FROM John Pagano DEPT Traffic
SUBJECT CRESCENTVILLE ROAD SPEED LIMIT DATE August 3, 1984

OK
The 45 mph speed limit we requested for Crescentville Road, from Cincinnati-Dayton Road to Windisch Road, was approved by ODOT. I called Sharonville to inform them of the approval, and Rex told me to put the signs up on the south side of the road since we have a maintenance agreement on that section of roadway.

Windisch to Chesterdale
During that phone conversation Rex informed me that Sharonville was adamant about keeping the 25 mph speed limit they currently have posted on their section of Crescentville; the lengthy radar study we gave to them and the detailed before-and-after study on Ross-Hanover Road had no effect on their decision.

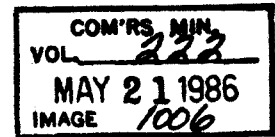
I spoke to Columbus about Sharonville's refusal to raise the speed limit to a realistic level and I found that Columbus may not be too anxious to get involved in speed-limit disputes between County/Township agencies versus incorporated areas because of pending legislation giving local government authority to establish speed limits. ODOT feels their position on control of speed limits could be compromised by involvement in a dispute or by establishing different speed limits on opposite sides of the same road.

Since I did not approach ODOT officially, I don't know how they will respond if we officially request the establishment of a realistic speed limit on our section of road. They could be liable if they refuse to establish a safe speed on our section of road since our section is legally 55 mph. Once we "officially" make them aware of this problem and they refuse to act they, not we, will be responsible for any problems that develop because our section of road is 55 mph. The situation we currently have been pushed into is that ODOT does not want to do anything because they might lose control of speed limits; Sharonville has a speed trap and we are left with a 55 mph speed limit on a road that we know is not safe for 55. Presently we, not Sharonville and not ODOT, have a potential liability problem.

I would like permission to submit our study to the State recommending they reduce the speed limit on our section of Crescentville Road.

North side Windisch West to Springfield

JP:jr



AGREEMENT

THIS AGREEMENT made and entered into this 21st day of May, 1986 by and between the County of Hamilton, State of Ohio, acting by and through its duly authorized Commissioners as the First Part and the County of Butler, State of Ohio acting by and through its duly authorized Commissioners as the Second Part.

WITNESSETH:

WHEREAS, it is desirable to resurface the Fields Ertel and Reed Hartman and Indian Springs Road intersection. Fields Ertel Road from 370 feet west to 515 feet east of Reed Hartman Road; and

WHEREAS, these sections of said roads are partly within Hamilton County and partly within Butler County; and

WHEREAS, there will be less inconvenience to the traveling public if this work is done under one contract; and

WHEREAS, it is probable a more economical price can be obtained if the road improvement contract is let by Hamilton County.

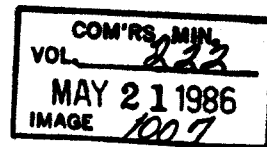
NOW, THEREFORE, it is mutually agreed between the parties to said Agreement as follows:

1. Hamilton County will:

- (a) Prepare necessary estimate, specifications, contract and construction plans for the work, subject to the approval of Butler County.
- (b) Supervise construction of the contract.
- (c) Pay all costs connected with this project except for fifty percent (50%) of the contract price.
- (d) Stripe newly resurfaced roadway as required.

2. Butler County will:

- (a) Pay fifty percent (50%) of the contract price for this project upon completion and mutual acceptance (estimated at \$26,500.00).



IN WITNESS WHEREOF, the parties of this Agreement have set their hands this 21st day of May, 1986.

WITNESS

Cynthia D. [Signature]
[Signature]
[Signature]

COUNTY OF HAMILTON

[Signature]
[Signature]

APPROVED AS TO FORM:

R. C. [Signature]
Asst. Pros. Atty.

WITNESS

Diana Bradford
Diana Bradford
Diana Bradford

COUNTY OF BUTLER

[Signature]
[Signature]
[Signature]

APPROVED AS TO FORM:

Victoria Dicken
Assistant prosecuting attorney



AGREEMENT

THIS AGREEMENT made and entered into this 21st day of May, 1986 by and between the County of Hamilton, State of Ohio, acting by and through its duly authorized Commissioners as the First Part and the County of Butler, State of Ohio acting by and through its duly authorized Commissioners as the Second Part.

WITNESSETH:

WHEREAS, the Fields Ertel and Reed Hartman and Indian Springs Road intersection is a four way stop intersection; and

WHEREAS, the traffic volume is such that a traffic signal is warranted; and

WHEREAS, this intersection is partly within Hamilton County and partly within Butler County.

NOW, THEREFORE, it is mutually agreed between the parties to said Agreement as follows:

1. Hamilton County will:

- (a) Prepare necessary estimate, specifications and construction plans for the work, subject to the approval of Butler County.
- (b) Install the traffic signal.
- (c) Assume all normal maintenance costs.
- (d) Pay fifty percent (50%) of the installation costs (estimated at \$8,500.00).
- (e) Will pay fifty percent (50%) of the cost if major modifications to this proposed signal system are deemed necessary.

2. Butler County will:

- (a) Pay fifty percent (50%) of the installation costs (estimated at \$8,500.00).
- (b) Will pay fifty percent (50%) of the cost if major modifications to this proposed signal system are deemed necessary.

COM'RS MIN
VOL. 222
MAY 21 1986
IMAGE 1005

IN WITNESS WHEREOF, the parties of this Agreement have set their hands this 21st day of May, 1986.

WITNESS

COUNTY OF HAMILTON

APPROVED AS TO FORM:

R. C. McNamee
Asst. Pros. Atty.

WITNESS

COUNTY OF BUTLER

APPROVED AS TO FORM:

Victoria Parker
assistant prosecuting attorney



City of Sharonville

MAYOR
John S. Dowlin

**SAFETY/SERVICE
DIRECTOR**
Rex E. Baysore

**PRESIDENT OF
COUNCIL**
Paul Kattelman

COUNCIL
Dewey F. Angel
Edward L. Barger
Dale N. Breig
Robert W. Houston
John Steckler
Ivy E. Taylor
James B. Williams

AUDITOR
James D. Greensfelder

TREASURER
Janet L. Barger

LAW DIRECTOR
Thomas T. Keating

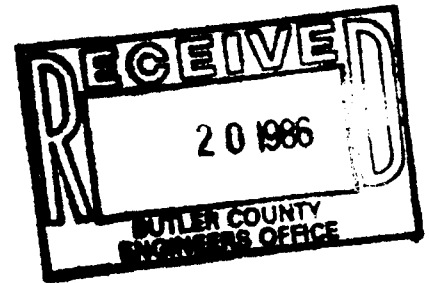
CLERK OF COUNCIL
Dorothy Darland

November 19, 1986

Mr. Bill Foster
Butler County Engineer
1921 Fairgrove Avenue
Cincinnati, Ohio 45011

RE: Maintenance Agreement

Dear Bill:



As you are aware, the City of Sharonville has annexed a portion of property in our northeast quadrant. This annexation includes an additional 3,000 feet along Fields Ertel Road east to Reed Hartman Highway.

Our present maintenance agreement includes a portion of Fields Ertel Road and Crescentville Road. With this annexation, our common border runs from Chesterdale to Gano Road on Crescentville Road for 8,100 feet, and from U.S. Rt. 42 to Reed Hartman along Fields Ertel Road for 6,100 feet with a total of 14,200 feet of maintenance.

May I suggest we share this maintenance by the following: Butler County maintain 7,100 along Crescentville Road from Gano Road west to a 1,000 feet east of Chesterdale, and Sharonville maintain 6,100 feet of Fields Ertel Road from U.S. Rt. 42 to Reed Hartman and 1,000 feet of Crescentville Road east of Chesterdale.

I would be interested in your thoughts and concerns, and I think it is necessary that we update our maintenance agreement.

Looking forward to hearing from you in the near future.

Respectfully,

Rex E. Baysore
Safety/Service Director

THE OFFICE OF
BUTLER COUNTY ENGINEER

WILLIAM R. FOSTER, P.E., P.S.

1921 FAIRGROVE AVENUE – HAMILTON, OHIO 45011

OFFICE: (513) 867-5744

TAX PLAT DEPT. (513) 867-5764

December 4, 1986

Mr. Rex E. Baysore
Safety/Service Director
City of Sharonville
10900 Reading Road
Sharonville, Ohio 45241

RE: Maintenance Agreement for
Fields Ertel Road and
Crescentville Road

Dear Mr. Baysore:

In a quick review of your letter concerning the need to update our present agreement, I cannot find any areas where I totally disagree; however, because of past history with Hamilton County and agreements we have with them on other roads of similar nature, I need to explore the matter with them before I can give you an answer.

Basically, all of Fields Ertel Road has traditionally been a Hamilton County responsibility. As were portions of Crescentville Road when these areas were annexed or incorporated, new agreements were reached with various cities and as such the responsibility was no longer being shared equally with entities in both counties along the common border. It is for this reason I would like to clarify some matters with Hamilton County in the western part of the County before we finalize our agreement.

Please bear with me until this is accomplished. Thank you for your cooperation.

Very truly yours,



William R. Foster, P.E., P.S.
Butler County Engineer

WRF:jr

cc: H. Wells
F. Bach
D. Krall

BUTLER COUNTY-SHARONVILLE AGREEMENT NUMBER ONE

County of Butler

City of Sharonville

This agreement is made on the 8th day of December, 1988,
by and between Butler County, State of Ohio, herein called Butler
County, acting by and through its duly authorized Board of Com-
missioners, and the City of Sharonville, State of Ohio, herein
called Sharonville, acting by and through its duly authorized
City Service Director.

WITNESSETH:

WHEREAS,

a petition for annexation to the
City of Sharonville of a tract --
approximately 229.22 acres --
located in the southeast corner of
Butler County has been filed (a
copy of the petition including the
legal description of the tract is
attached hereto as Exhibit A); and

WHEREAS,

both Sharonville and Butler County
want to delineate the legal, main-
tenance, and improvement responsi-
bilities regarding streets and
roads within the area to be
annexed; and

WHEREAS,

Sharonville and Butler County
hereby agree to the following:

1. Butler County shall approve
the petition for annexation
(Exhibit A) of approximately 229.22
acres of land by Sharonville.

2. Sharonville shall assume all
maintenance and improvement respon-
si-bilities for streets and roads
situated within the 229.22 acre
area to be annexed, it being deter-
mined to be in the public interest
of Sharonville.

3. Sharonville shall assume the
complete liability for all streets
and roads within said annexed por-
tion and agree to hold Butler
County harmless in any litigation
involving said streets and roads.

4. The "complete liability", as
stated in clause #3 of this

agreement, is defined as meaning that Butler County is free from any and all legal actions brought against them in connection with the failure of Sharonville to keep the streets and roads within its territory "open, in repair, and free from nuisance," as required by Ohio Revised Code section 723.01.

5. Sharonville shall indemnify and hold Butler County harmless for any and all losses, expenses, or litigation incurred in connection with the maintenance or improvement of the streets and roads within the city limits of Sharonville.

6. The promises of Sharonville and Butler County in this agreement shall be binding regardless of whether a street or road in question may be characterized as a municipal street, a county road, or a combination of the two.

7. In entering this agreement, Sharonville has assumed the "active control and supervision" of the streets and roads within its city limits, and has thereby assumed what the Supreme Court of Ohio in Starcher v. Logsdon, 419 N.E.2d. 1084 (1981), called the "primary responsibility" for the above mentioned streets and roads.

8. In entering this agreement, Butler County has relinquished the "primary responsibility" for the streets and roads (whether municipal, county, or both) within the city limits of Sharonville, to the City of Sharonville.

9. "Maintenance," as stated in clause #2, has been defined as all routine repairs and general upkeep of the roadway and right-of-way, including but not limited to the following list of activities:

(1) Roadway sealing and repair/-
surface treatment (2) Berm work
(3) Keeping roadway free of debris
(4) Pavement markings where appli-
cable (5) Up to two inches of 404
asphalt resurfacing (6) Replace-
ment of guardrail (7) Minor repair
and cleaning of culverts, head-
walls, and associated drainage
facilities (8) Upkeep of roadside
areas so that traffic control
devices are not obstructed from
view (9) Cleaning and reshaping of
ditches (10) Acceptable snow and
ice control practices (11) Emer-
gency cleanup of any obstructions
within the right-of-way (12) In-
stallation, repair, and replacement
of traffic control devices as re-
quired by the Ohio Manual of
Uniform Traffic Control Devices
(O.M.U.T.C.D.).

10. "Improvement," as stated in
clause #2, is a change, permanent
and fixed -- more than mere repair

or replacement or restoration -- including but not limited to the following list of activities:

(1) Over two inches of 404 asphalt resurfacing (2) Roadway widening (3) Roadway grading -- horizontal or vertical realignment of roadway (4) Installation of new guardrail (5) Installation of new culverts, headwalls, or associated drainage facilities (6) Signalization of intersections (new installation of traffic signals).

11. The employees and contractors of Sharonville shall remain solely the responsibility of Sharonville as to payment, workers' compensation, and insurance, and Sharonville shall hold Butler County harmless as to any and all debts and obligations concerning those employees or contractors.

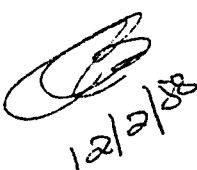
12. Any and all easements --

whether express, implied, pre-
scriptive, or by necessity -- that
Butler County (or Union Township)
has with respect to roads adjacent
to the portion of land in the
present annexation by Sharonville
(see Exhibit A), and the property
rights of such, shall be trans-
ferred by quit claim deed to
Sharonville along with the annexed
portion of land.

13. Sharonville and Butler County
agree to divide the maintenance of
McCauly Road over a 1351.20 foot
portion of said road beginning
north 1 degree 11 minutes west a
distance of 1338 feet from a spike
located at the intersection of the
centerline of McCauly Road and the
Butler-Hamilton County Line thence
north 1 degree 11 minutes west a
distance of 1351.20 feet to a point
at the northern terminus of the
lands being annexed to the City of
Sharonville as follows:

(a) Sharonville agrees to be responsible for normal day to day maintenance of the entire area of said road portion excepting the northern 100 feet thereof.

(b) Butler County agrees to be responsible for normal day to day maintenance over the northern 100 feet of the portion of the road from the center of Moubay Street north.


(c) The parties shall assume liability for the portion of said part of McCauly Road which abuts their respective areas provided, however, that should the liability arise due to the maintenance of the road as outlined in paragraph #9, that the party so maintaining the road shall be liable.

14. The legal, maintenance, and improvement responsibilities for all easements transferred from Butler County (or Union Township) to Sharonville shall be identical to those listed in this agreement.

15. Butler County shall be legally bound by the provisions of this agreement upon condition that Sharonville acts in good faith to fulfill its promises.

16. Sharonville shall be legally bound by the provisions of this agreement upon condition that Butler County acts in good faith to fulfill its promises.

THEREFORE IT IS MUTUALLY AGREED,

(1) that pursuant to section 307.15 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 City of Sharonville Service Director.

(2) that neither party may withdraw from or cancel this contract once entered into.

(3) the effective date of this agreement is the earliest date allowed by law, which is thirty days after the passage of a resolution by the Sharonville Council accepting the annexation.

The undersigned County Commissioners of Butler County, State of Ohio, and the Service Director of the City of Sharonville, State of Ohio, hereby execute this agreement in accordance with resolution #88-12-1685 this 8th day of December, 1988.

ATTEST:

Diana Bradford

CLERK

BUTLER COUNTY BOARD OF COMMISSIONERS

Edward J. Smith

PRESIDENT

Carl J. Johnson

VICE PRESIDENT

Robert L. Cook

MEMBER

ATTEST:

Debbie Schlenker

CLERK

APPROVED AS TO FORM

Thomas M. Lipkin

ASST. BUTLER COUNTY
PROSECUTING ATTORNEY

CITY OF SHARONVILLE

Ray B. Saxe

SERVICE DIRECTOR

by authority of Resolution passed
on 9/13/88 by Sharonville City Council

APPROVED AS TO FORM

Thomas M. Lipkin
Law Director

No. 88-12-1685

RESOLUTION BY LOGSDON

+ FILE (AGREEMENTS)
CC: S.D. HICKS
ALL DEPT. HEADS
(RESOLUTION ONLY)
SUPV.

Resolved By the Board of County Commissioners of Butler County, Ohio,

That

WHEREAS, the Board did on July 19, 1988 (Resolution #88-7-938) approve and execute two road maintenance agreements between Butler County and the City of Sharonville, Hamilton County, Ohio, relative to the annexation of 229.22 acres in Union Township, Butler County, Ohio, to the City of Sharonville; and

WHEREAS, such agreements designated the legal, maintenance, and improvement responsibilities of each and every road within the area to be annexed (identified as Butler County-Sharonville Agreement No. One) along with that portion of McCaully Road not included in the annexation to the City of Sharonville (identified as Butler County-Sharonville Agreement No. Two); and

WHEREAS, the County Administrator did on July 22, 1988, forward such agreements to the City of Sharonville for their approval and execution; and

WHEREAS, on September 26, 1988, the Butler County Administrator did meet with representatives of the City of Sharonville, the Butler County Engineer's Office and the Butler County Prosecutor's Office, and at that time, it was determined that certain amendments and revisions should be made to the road maintenance agreements; and

WHEREAS, the Butler County Prosecutor's office did revise such agreements accordingly and, at that time, did combine the two agreements into one agreement (identified as Butler County-Sharonville Agreement No. One); and

WHEREAS, the City of Sharonville did approve and execute the revised agreement with the addition of a clause (Item 3 on Page 9 of Agreement) which stipulates that the effective date of such agreement shall be the earliest date allowed by law, which is thirty days after the passage of a resolution by the Sharonville City Council accepting the annexation; and

WHEREAS, the Butler County Engineer did review the revised agreement and recommends its approval by the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Butler County, Ohio, that the revised road maintenance agreement, identified as Butler County-Sharonville Agreement No. One, be approved and executed.

Mr. Combs seconded the above resolution and upon call of the roll, the vote resulted as follows:

Mr. Combs Yea

Mr. Logsdon Yea

Mr. Shelton Yea

Adopted: December 8, 1988

Attest: Deana Bradford, Clerk

+ Wilkens
cc: Wells
Union Twp.
Orig. went to Sharonville

307.13 Contract for services of an electrical safety inspector

The board of county commissioners may contract for the services of an electrical safety inspector, as defined in section 3783.01 of the Revised Code, to conduct inspections of electrical installations within the county.

HISTORY: 1973 H 918, eff. 11-22-73

Note: Former 307.13 repealed by 132 v H 648, eff. 10-26-67; 131 v S 94; GC 2448 to 2450.

CROSS REFERENCES

OJur 2d: 8, Buildings § 15

CONTRACTS WITH OTHER GOVERNMENTAL UNITS**307.14 Definitions**

As used in sections 307.14 to 307.19, inclusive, of the Revised Code:

(A) "Legislative authority" means the board of county commissioners, board of township trustees, or the board, council, or commission of a contracting subdivision;

(B) "Contracting subdivision" means any governmental subdivision or taxing district of the state which, by its legislative authority, enters into an agreement with a board of county commissioners under the authority of such sections.

HISTORY: GC 2450-1

CROSS REFERENCES

See Gotherman's Revision of Crowley, Ohio Municipal Law, Text 51.03

Contract with sheriff for police service; reimbursement of county, 311.29

OJur 2d: 14, Counties § 222; 49, Sheriffs, Marshals, and Constables § 20

OAG 68-171. A board of county commissioners is without authority to contract with a private firm to render clerical services when said services fall directly within a job category specifically assigned by Ch 143 to members of the classified civil service.

307.15 Agreements and contracts with other units of government

The board of county commissioners may enter into an agreement with the legislative authority of any municipal corporation, township, port authority, water or sewer district, school district, library district, health district, park district, soil and water conservation district, water conservancy district, or other taxing district, or with the board of any other county, and such legislative authorities may enter into agreements with the board, whereby such board undertakes, and is authorized by the contracting subdivision, to exercise any power, perform any function, or render any service, in behalf of the contract-

ing subdivision or its legislative authority, which such subdivision or legislative authority may exercise, perform, or render; or whereby the legislative authority of any municipal corporation undertakes, and is authorized by the board, to exercise any power, perform any function, or render any service, in behalf of the county or the board, which the county or the board may exercise, perform, or render. The board may enter into an agreement with the board of township trustees of any township within the county, whereby the board or any county official designated by the board, purchases at the request of the township any materials for the construction, maintenance, or repair of any township road or for the maintenance or repair of any township building, and sells the materials to the township at the cost to the county, which cost shall include the purchase price and any expenses incurred in such purchase, providing the amount involved does not exceed one thousand dollars.

Upon the execution of such agreement and within the limitations prescribed by it, the board may exercise the same powers as the contracting subdivision possesses with respect to the performance of any function or the rendering of any service, which, by such agreement, it undertakes to perform or render, and all powers necessary or incidental thereto, as amply as such powers are possessed and exercised by the contracting subdivisions directly; and the legislative authority of any municipal corporation may exercise the same powers as the county possesses with respect to the performance of any function or the rendering of any service, which, by such agreement, it undertakes to perform or render, and all powers necessary or incidental thereto, as amply as such powers are possessed and exercised by the county directly. In the absence in such agreement of provisions determining by what officer, office, department, agency, or authority, the powers and duties of the board shall be exercised or performed, the board shall determine and assign such powers and duties. In the absence in such agreement of provisions determining by what officer, office, department, agency, or authority, the powers and duties of the legislative authority of the municipal corporation shall be exercised or performed, such legislative authority shall determine and assign such powers and duties. Sections 307.14 to 307.19, inclusive, of the Revised Code, or any agreement authorized by such sections, shall not suspend the possession by a contracting subdivision of any power or function exercised or performed by the board, or the possession by a county of any power or function exercised or performed by the contracting municipal corporation, in pursuance of such agreement. Nor shall the board, by virtue of any agreement entered into under this section, acquire any power to levy taxes within and in behalf of a contracting subdivision unless approved by a majority of the electors of the contracting subdivision.

~~The board of county commissioners of any two or more counties may contract with each other or by contract with any other county to exercise any power, perform any function, or render any service which any board of county commissioners may exercise, perform, or render.~~

HISTORY: 1969 H 1, eff. 3-18-69

132 v H 487; 130 v H 617; 127 v S 895; GC 2450-2

