

## **AGREEMENT BETWEEN**

### **THE UNION SOIL AND WATER CONSERVATION DISTRICT, THE UNION COUNTY BOARD OF COMMISSIONERS AND THE UNION COUNTY ENGINEER**

On this 30<sup>th</sup> day of March, 2000 this agreement was entered into by and between the Union Soil and Water Conservation District, State of Ohio, hereinafter called the District; the Union County Board of Commissioners, State of Ohio, hereinafter called the Commissioners; and the Union County Engineer, hereinafter called the Engineer.

#### STATEMENT OF PURPOSE

The District, the Commissioners, and the Engineer have the common objective of cooperatively bringing about the administration and maintenance of petitioned drainage improvements within Union County. They, therefore, enter into this agreement as the foundation for an enduring cooperative working agreement for the administration and maintenance of petitioned drainage projects as established under the provisions of the Ohio Drainage Law, Chapters 6131 and 6137, Ohio Revised Code.

#### WHAT THE DISTRICT WILL DO

The District will provide needed personnel to carry out the maintenance program, upon receipt of notification that sufficient Ditch Maintenance Funds are available to do so.

The District will appoint a Ditch Maintenance Supervisor to administer its responsibilities under this agreement.

The District will make annual inspections on all ditches under maintenance assessment and file a report with the Engineer by May 1<sup>st</sup>, annually, for the Engineer's use in making his recommendation to the Commissioners by June 1<sup>st</sup> of each year, in accordance with Section 6137.06, Ohio Revised Code.

The District will make assessment adjustment recommendations in its inspection report to the Engineer, in accordance with Section 6137.11, Ohio Revised Code.

The District will cooperate with adjacent counties on joint maintenance and assessment agreements.

The District will carry out all needed improvements under the maintenance program as provided for under the Ohio Drainage Law, Chapter 6137, Ditch Maintenance Fund, Ohio Revised Code.

The District will provide certificates for reduction in annual maintenance assessments as provided for under section 6137.09, Ohio Revised Code.

The District will view all applications for reduction in maintenance allowance according to Section 6137.08 of the Ohio Revised Code and will make recommendations to the Engineer.

The District will file a report by February 1<sup>st</sup>, annually, with the Commissioners, Engineer, Treasurer, and the Auditor of the maintenance activities during the previous calendar year.

The District will answer landowner questions and make site inspections in response to landowner complaints regarding all petitioned drainage improvements.

The District will include in its annual budget request to the Commissioners, funds needed for equipment, supplies, and personnel to carry out the maintenance program under Chapter 6137, Ohio Revised Code. The budget requests shall be filed by October 1<sup>st</sup> of each year.

The District, will, in accordance with Section 6137.14, Ohio Revised Code, report any findings to the Engineer.

The District will keep complete records of all expenditures and properly submit, to the Clerk of the Commissioners, reports on all charges for maintenance work, if requested by the Commissioners.

The District will submit plans for annual maintenance to the Engineer and commissioners for recommendations and approval.

The District will act as a technical resource in assisting with new petition ditches.

The District's Ditch Maintenance Supervisor will check petitioned ditches both during and at the completion of construction under the supervision of the Engineer. This will enable the Maintenance Supervisor to be familiar with the project when maintenance responsibilities are assumed.

The District will make six (6) year reviews of ditch maintenance bases and revise them, subject to the Engineer's approval, prior to the hearing by the Commissioners. A representative of the District shall be present at the hearing scheduled by the Commissioners with the property owners.

The District will carry adequate vehicle and liability insurance for protection from damage actions resulting from maintenance activities.

A copy of the inventory list will be given to the Engineer at the same time that a copy is given to the Commissioners.

The District will store and properly maintain all petitioned drainage improvement records that it receives from the Engineer.

#### WHAT THE COMMISSIONERS WILL DO

The Commissioners will make available County Ditch Maintenance Funds to the District as requested in the Annual Maintenance budget, for needed equipment, supplies, personnel, and contractual services to carry out the Ditch Maintenance provisions of the Ohio Drainage Law, in accordance with the O.R.C., sections 6137.05 and 6137.06.

The Commissioners will refer any questions from landowners regarding maintenance to the District.

The Clerk of the Commissioners will notify by certified mail the adjoining counties of the percent to be collected on joint ditches for the current maintenance year as applicable.

The Commissioners will require, as allowed by law, a minimum easement of twenty (20) feet and maximum of eighty (80) feet, varying with depth of tile, determined by the Engineer, for maintenance on all property that the drainage outlet crosses on rural home development projects. This area will be kept free of all permanent improvements, trees, etc. that would obstruct maintenance equipment in the event that repairs are needed.

When a maintenance improvement is made necessary in whole or in part by the negligent acts or omissions of any landowner, the Commissioners will contact said landowner by letter stating the circumstances surrounding the maintenance needed and provide him/her the opportunity to make the required improvement. Any questions regarding improvements will be referred to the District.

Equipment and property purchased by ditch maintenance funds to service this agreement shall be returned to the Commissioners on termination of this agreement.

#### WHAT THE ENGINEER WILL DO

The Engineer will delegate to the District his operational duties in carrying out the Ditch Maintenance Program as provided under Chapter 6137, Ditch Maintenance, Ohio Revised Code.

The Engineer will transmit all petitioned drainage improvement records to the District for the District's use and safekeeping.

The Engineer will accompany the Ditch Maintenance Supervisor during the 2000 annual inspection and will assist in an advisory role during the first year of the agreement.

The Engineer will receive and review all annual inspection reports in accordance with Section 6137.06, Ohio Revised Code.

The Engineer's forces will undertake winter work on the petitioned ditches as requested by the District.

The Engineer will notify the District of any newly petitioned ditches and request their involvement in the petition process.

The Engineer shall provide the District with a copy of the watershed map, and list of landowners within the boundaries of a newly petitioned ditch project.

The Engineer will notify the District of any petitioned ditches under construction and request their assistance in inspections.

The Engineer will refer any questions from landowners regarding the maintenance program to the District.

The Engineer will review, for his recommendations and approval, all annual maintenance plans.

The Engineer will transfer two 4 wheel drive tractors and two mowers to the District. The tractors and mowers shall be returned to the Engineer when the District no longer needs them for ditch mowing or spraying purposes, except that the district need not return them if they are traded-in toward the purchase of similar equipment. The Engineer will not be responsible for maintenance of the tractors and mowers.

IT IS MUTUALLY AGREED BY ALL

The District, Commissioners, and Engineer will meet periodically, as needed, to review and, where possible, coordinate their individual programs and activities for the maximum mutual benefit.

The District, the Commissioners, and the Engineer recognize that the Engineer is owed certain dollars for work previously undertaken on several of the petitioned ditches and that those dollars are to be reimbursed to the Engineer as dollars are available in the ditch funds. The Engineer will provide a summary of those dollars by April 15, 2000.

This agreement may be amended or terminated at any time by mutual consent of the parties hereto, or may be terminated by any party giving a ninety (90) days notice in writing to the others. If terminated, the District shall return to the Engineer all petitioned drainage improvement records it has in its possession. Such records shall be returned in a properly maintained condition.

If this contract is not terminated within one (1) year, then it shall automatically renew itself for another year, and for each year thereafter.

IN WITNESS WHEREOF, THE AGREEMENT REVIEWED, REVISED AND AGREED TO ON DAY, MONTH, AND YEAR ABOVE WRITTEN:

**UNION SOIL AND WATER  
CONSERVATION DISTRICT**

By: Stephen D. Mummy

Title: Chairman

Date: March 28, 2000

**UNION COUNTY  
COMMISSIONERS**

By: James C Mitchell

Tam McFarland  
Don J.

Date:

**UNION COUNTY ENGINEER**

By: [Signature]

Title: Union County Engineer

Date: 3-29-00