



**J. Stephen Simmons
P.E., P.S.**

Preble County Engineer

January 7, 2008

Mr. Dennis E. Krall, P.E., P.S.
Butler County Engineer's Office
1921 Fairgrove Avenue
Hamilton, OH 45011-1965

**RE: Jones Road and Preble County Line
Road Agreements**

Dear Mr. Krall,

Please find enclosed one copy of the Jones Road Agreement per our conversation earlier today. If you should have any questions please feel free to contact me at 937-456-4600.

Sincerely,

R. Kyle Cross, P.E.
Engineering Technician



PROPOSED ROAD TRANSFERS
January 2007

TO BUTLER COUNTY

ROAD #	ROAD	SECTION	MILES
2	Jones	College Corner Corp to Taylor Road	0.740
423	Preble County Line	Strebee to Preblewood	0.360
			1.100

TO PREBLE COUNTY

ROAD #	ROAD	SECTION	MILES
2	Jones	Taylor to Todd	1.390
423	Preble County Line	Preblewood to Montgomery County Line	0.340
			1.730



JONES ROAD (2)

0.00 USR 27
0.28 COLLEGE CORNER E Corp RT.
0.38 COLLEGE CORNER E. Corp LT.
1.033 TAYLOR ROAD RT. \rightarrow 1.39
2.420 T-200 ROAD RT.
(END @ BONES & (RACE RD. W))

2.13 miles total

Suggest Offord take Taylor to T-200 (1.39)
Pebble take N. of Taylor 0.74

Pebble County Line Road (423)

0.000 Strelke (8)
0.069 Lawrence (511)
0.360 Preskwood (512)
0.700 Butler County Line Total = 0.700

Suggest Madison take Strelke to
Preskwood - 0.360 mile

Pebble take N. of Preskwood \rightarrow 0.340

Agreement

County of Butler, State of Ohio
County of Preble, State of Ohio

This Agreement is made on the 27th day of December, 2007, by and between Butler County, State of Ohio, herein called Butler County, acting by and through its duly authorized Board of Commissioners, and Preble County, State of Ohio, herein called Preble County, acting by and through its duly authorized Board of Commissioners.

WITNESSETH:

WHEREAS, a 0.700 mile (3,695 feet) portion of Preble County Line Road from 0.127 mile (671 feet) south of the section line separating Madison Township (Ohio) section 31 and Madison Township section 30 (the same point that intersects with Strebee Road) to 0.700 miles (3,695 feet) north of Strebee Road (Ohio), said portion of road being the westerly boundary of Butler County; and

WHEREAS, the same 0.700 mile portion of Preble County Line Road is also the eastern boundary of Preble County; and

WHEREAS, both Butler County and Preble County wish to clarify their relationship and respective responsibilities regarding this section of Preble County Line Road; and

WHEREAS, according to Ohio Revised Code section 307.15, both Butler County and Preble County are acting within the law by clarifying the relationship through a written agreement/contract; and

WHEREAS, for the purposes of this agreement, a "bridge" shall be defined as a structure with a clear span of no less than ten (10) feet; and

WHEREAS, for the purposes of this agreement, a structure with a clear span of less than ten (10) feet shall be defined as a "culvert"; and

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

1. Butler County is to maintain Preble County Line Road from Strebee Road to Preblewood Drive. This portion of Preble County Line Road consists of a total of 0.360 miles (1,900 feet) of roadway and right of way.
2. Preble County is to maintain Preble County Line Road from Preblewood Drive to 0.340 miles (1,795 feet) north of Preblewood Drive, said point being on the north boundary of

Butler County, the south boundary of Montgomery County and the east boundary of Preble County. This portion of Preble County Line Road consists of 0.340 miles (1,795 feet) of roadway and right of way.

WHEREAS,

for the purposes of this agreement, maintenance is defined as all routine repairs and general upkeep of the roadway and structures within the 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 applicable; (5) up to 2" of 448 asphalt resurfacing; (6) replacement of guardrail; (7) minor repair and cleaning of bridge decks, bridge railings, and bridge approaches; (8) minor repair and cleaning of culverts, headwalls, and associated drainage facilities; (9) upkeep of roadside areas so that traffic control devices are not obstructed from view; (10) cleaning and reshaping of ditches; (11) reasonable snow and ice control practices; (12) emergency cleanup of any obstructions within the right of way; (13) repair and replacement of existing traffic control devices as required by the Ohio Manual of Uniform Traffic Control Devices (O.M.U.T.C.D.); and

WHEREAS,

for the purposes of this agreement, an improvement is defined as 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 2" of asphalt resurfacing; (2) roadway widening; (3) roadway grading – horizontal or vertical realignment of roadway; (4) installation of new culverts, headwalls, or associated drainage facilities; (5) installation of new bridges; (6) replacement of bridge decks, bridge railings, and bridge approaches; (7) signalization of intersections (new installation of traffic signals); and

WHEREAS,

this Agreement involves maintenance alone; and

WHEREAS,

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

WHEREAS,

said decisions will require the consent and approval of both controlling entities and written agreement of the parties as to the apportionment of costs therefor.

THEREFORE, IT IS MUTUALLY AGREED THAT,

- (1) 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 Preble County, Ohio, Board of Commissioners.
- (2) each entity shall finance and pay for all costs of repairs and maintenance undertaken by them.
- (3) the Butler County Engineer and the Preble County Engineer shall notify each other of any work on Preble County Line Road undertaken by either of them during each year.
- (4) unless otherwise agreed upon, employees and contractors of each entity shall remain solely the responsibility of that entity as to payment, workers' 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.
- (5) the performing entity shall be solely responsible for any and all losses, expenses, or litigation costs incurred in connection with work performed by or for that entity.
- (6) in the event that emergency maintenance is required on a portion of Preble County Line Road, the governmental agency made herein responsible for that portion of roadway requiring the maintenance shall be notified of the situation immediately following the discovery of the situation by the other governmental agency.
- (7) either party may terminate this agreement with or without cause by providing at least 90 days written notice thereof to the other party.

IN WITNESS WHEREOF, the parties of this Agreement have set their hands this 29th
day of December, 2007.

ATTEST:

Mark L. Butler
CLERK

BUTLER COUNTY, OHIO
BOARD OF COUNTY
COMMISSIONERS,

Greg Jolivette
PRESIDENT

Charles R. Turner
VICE PRESIDENT

John - ely
MEMBER

APPROVED AS TO FORM ONLY:

R. Jones 10-25-07
ASST. PROSECUTING ATTORNEY
BUTLER COUNTY, OHIO

ATTEST:

Connie C. Owen
CLERK

PREBLE COUNTY, OHIO
BOARD OF COUNTY
COMMISSIONERS,

D
PRESIDENT

Jane Marshall
VICE PRESIDENT

D. Walker
MEMBER

DATE: 12/17/07

APPROVED AS TO FORM ONLY:
Patricia M. W. Doh 11-30-07
ASST. PROSECUTING ATTORNEY
PREBLE COUNTY, OHIO

06/22/06

OHIO DEPARTMENT OF TRANSPORTATION - OFFICE OF TECHNICAL SERVICES
ROAD INVENTORY SYSTEM
LISTING OF TOWNSHIP INVENTORY SECTIONS

MADISON

TOWNSHIP JAN. 1, 2006

COUNTY	TWP	ADM	ROUTE	FED	IDENTIFICATION	PTS	SECT	SECT	SURF	SURF	ROAD	MI	RD	FC	AR	FED	TWP	ADJ	ADJ
ATH				AID			BEG.	LENG	TYPE	WDTH	WDTH	CL	CL		CD	AID	ATH	COU	TWP
															NO.				
BUT	06	T	0257	***	(ROAD NAME)	***	0000	****	SYCAMORE RD										
BUT	06	T	0257		BGN JCT WOODSDALE	RD	0000	0029	I	41	41	8	1	19	348				
BUT	06	T	0257		TRENTON ECL		0029	0004	I	18	20	1	1	19	348				6
BUT	06	T	0257		TRENTON CP LN		0037	0016	I	18	20	1	1	19	348				
BUT	06	T	0257		MIDDLETOWN EAUL		0053	0028	I	18	20	1	1	19	348				
BUT	06	T	0257		END JCT T258 LT		0081												
								0.48	*	ROUTE	TOTAL								
BUT	06	T	0258	***	(ROAD NAME)	***	0000	****	RADABAUGH RD										
BUT	06	T	0258		BEGIN JCT T257 LT		0000	0054	I	18	22	1	1	19	348				
BUT	06	T	0258		MIDDLETOWN WUAL		0054	0011	I	18	22	1	1	19	348				
BUT	06	T	0258		END JCT SR73		0065												
								0.65	*	ROUTE	TOTAL								
BUT	06	T	0259	***	(ROAD NAME)	***	0000	****	PRICHARD RD										
BUT	06	T	0259		BEGIN MOT CO LINE		0000	0023	E2	12	16	1	1	09	000				
BUT	06	T	0259				0023	0070	X			6	1	09	000				
BUT	06	T	0259		END JCT T84		0093												
								0.23	*	ROUTE	TOTAL								
BUT	06	T	0304	***	(ROAD NAME)	***	0000	****	BECK RD										
BUT	06	T	0304		BEGIN JCT T89		0000	0040	E2	08	10	1	1	09	000				
BUT	06	T	0304		END MOT CO LINE		0040												
								0.40	*	ROUTE	TOTAL								
BUT	06	T	0423	***	(ROAD NAME)	***	0000	****	T-423										
BUT	06	T	0423		BEGIN JCT T8 RT		0000	0034	I	19	23	1	1	09	000				2 PRE 03
BUT	06	T	0423		END BUT CO LN RT		0069												
								0.34	*	ROUTE	TOTAL								
BUT	06	T	1192	***	(ROAD NAME)	***	0000	****	VINE ST										
BUT	06	T	1192		W MIDDLETWN VINE ST		0000	0008	I	18	22	2	1	09	000				
								0.08	*	ROUTE	TOTAL								
BUT	06	T	1278	***	(ROAD NAME)	***	0000	****	DAIRY LN										
BUT	06	T	1278		SEC 11 DAIRY LN		0000	0008	I	20	26	2	1	19	348				
								0.08	*	ROUTE	TOTAL								
BUT	06	T	1279	***	(ROAD NAME)	***	0000	****	ALJEN RD										
BUT	06	T	1279		SEC 2 ALJEN RD		0000	0030	I	12	20	2	1	19	348				
								0.30	*	ROUTE	TOTAL								
BUT	06	T	1280		POASTOWN		0000	0022	E2	12	18	7	1	19	348				
								0.00	*	ROUTE	TOTAL								
BUT	06	T	1281	***	(ROAD NAME)	***	0000	****	CORLEE RD										
BUT	06	T	1281		POASTOWN CORLEE RD		0000	0004	I	20	32	2	1	19	348				
BUT	06	T	1281		POASTOWN CORLEE RD		0004	0017	G2	16	22	2	1	19	348				
BUT	06	T	1281		POASTOWN CORLEE RD		0021	0019	I	20	26	2	1	19	348				
								0.40	*	ROUTE	TOTAL								
BUT	06	T	1282	***	(ROAD NAME)	***	0000	****	EMERSON AVE										

	IMS Road Manager
	Road and Intersection List

Road Preble Co Ln. Rd.(T-23) Rd. (423)

Filters

Intersection and Maintenance for Preble Co Ln. Rd.(T-23)

Station Miles	Station Feet	Road ID	Road Name
0.000	0		Left/Right Location PCO/MAD
0.000	0	8	Strebee
0.069	362	5111	Lenrose (Preble Co.)
0.360	1900	5112	Preblewood (Preble Co.)
0.700	3695		Left/Right Location MCO/MCO
0.700	3695	9000	Boundary Line-----

[IMS Main](#) [Road Manager Main Menu](#)

State of Ohio - Butler County Engineer's Office - 1921 Fairgrove Avenue (Ohio Rt. 4) - Hamilton - Ohio - 45011-1965 - 513-867-5744

www.bceo.org



MADISON TOWNSHIP

EST. 1810

of Butler County, Ohio

5610 West Alexandria Rd.

Middletown, Ohio 45042

Phone: (513)-424-0821 opt# 2

Cell – (513)783-2685

www.madisontwpbutleroh.gov

1/12/2025

PREBLE COUNTY LINE ROAD AGREEMENT

January 3rd, 1988: Agreement between Butler County Commissioner's and Preble County Commissioner's. Madison Township to maintain .70 miles from Strebee Rd. north to the Preble/Montgomery County Line.

November 5th, 2006: Discussion between BCEO & Madison Twp. At the annual Planning Session.

"Madison desires to renegotiate or terminate agreement with Preble County. Culvert work by Madison Twp in the past should have been reimbursable (50%). Repair and resurfacing of the roadway at 50% needed. Break Agreement with Jones Road and Preble Co. Ln. Road into two (2) separate agreements. Denny to set up Preble County after costs estimates are accumulated. Gratis Twp. may also be involved. (**Request to share in resurfacing rejected**)."

November 19, 2007: Preble County Line Road Maintenance Agreement-Signatures forthcoming

"Snow Maintenance will now be split on Preble Co. Ln. Rd. (Preblewood to Strebee)"

December 27, 2007: A Maintenance Agreement is signed between Butler & Preble County Commissioners detailing the responsibilities of both Counties. Madison Twp. will maintain .36 miles from Strebee to Preblewood Dr. This is Township Road-423. Preble County Engineer's Office will maintain .34 miles from Preblewood Dr. to the Preble/Montgomery Line. This is County Road-23 in Preble County.

January 12th, 2026: Clarified with all parties that the 2007 agreement is still in effect. Madison Township still performs all maintenance on TR-423, which is .36 miles of Preble County Line Rd. Between Strebee Rd. and Preblewood Dr. (Snow/Ice Control & Blacktop Resurfacing/Repair). Preble County Engineer's Office Maintains CR-23, which is .34 miles of Preble County Line Rd. from Preblewood Dr. to the Preble/Montgomery County Line. (Blacktop Resurfacing/Repair) (Gratis Twp. Maintains Snow & Ice Control for PCEO).

Johnny Cassidy
Public Works Manager