

**CAPITAL IMPROVEMENTS PROJECT
MAINTENANCE AGREEMENT**

BETWEEN

CITY OF COLUMBUS, OHIO

AND

DELAWARE COUNTY, OHIO

FOR

ROADWAY IMPROVEMENTS - LYRA DRIVE EXTENSION

CAPITAL IMPROVEMENT PROJECT 530161-100204

This infrastructure maintenance agreement (the Agreement) is made and entered into the 14th day of September 2020 (the "Effective Date"), by and between the City of Columbus, Ohio acting through its Director of Public Utilities, hereinafter designated as the CITY, and County of Delaware, Ohio, acting through its Board of County Commissioners and the County Engineer; hereinafter designated as the COUNTY; each designated a PARTY, and both CITY and COUNTY together hereinafter designated as the PARTIES; and

Witnesseth that:

WHEREAS, the City of Columbus, Department of Public Service is currently designing and will be constructing roadway improvements for the Roadway Improvements – Lyra Drive Extension Project (the PROJECT), from Lyra Drive and Costco/Cabela to East Powell Road, the limits of which are further described in Exhibit A and a map of which is attached as Exhibit B; and

WHEREAS, as part of said PROJECT, the City of Columbus, Department of Public Service will be constructing stormwater Best Management Practices (BMPs) in public right of way within the jurisdiction of the CITY; and

WHEREAS, said BMPs will serve drainage from both CITY and COUNTY; and

WHEREAS, both CITY and COUNTY will have responsibility for long term operation, maintenance, repair, and reconstruction of said BMPs; and

NOW, therefore, the PARTIES agree as follows:

1. CITY Responsibilities

- a. CITY is responsible for constructing BMPs as part of the PROJECT at its sole cost and expense.
- b. CITY is responsible for performing the long term operation, maintenance, repair and reconstruction of all BMP facilities constructed in CITY jurisdiction as part of the PROJECT, with partial reimbursement from the COUNTY in proportion to COUNTY drainage area tributary to the BMP features. Notwithstanding any other provision of this Agreement, CITY's agreement to perform under this paragraph 1.b is not an assumption by CITY of any COUNTY responsibilities or liabilities, including but not limited to those imposed under the COUNTY's stormwater permit issued by the Ohio Environmental Protection Agency under its Stormwater Permitting Program, and any other responsibilities and liabilities imposed by federal, state, or local law.

- c. Maintenance shall include those maintenance items specified for each BMP facility included in construction drawing E03481 and any associated BMP maintenance plan.
- d. The CITY is responsible for clearly marking the BMP Construction Drawing that an Infrastructure Maintenance Agreement exists between COUNTY and the CITY whereby it has been agreed that the CITY will maintain the BMP in perpetuity, with proportionate reimbursement from the COUNTY.
- e. The CITY shall invoice the COUNTY for COUNTY's proportionate share of CITY's actual costs of maintenance of the BMP facilities. The proportionate share shall be based on the COUNTY drainage area tributary to the BMP facilities divided by the total drainage area tributary to the BMP facilities, which is hereby agreed to be 35 percent. CITY shall itemize on its invoice actual labor, materials, overhead, and contract services incurred by CITY in performing the long term operation, maintenance, repair and reconstruction of all BMP facilities constructed in CITY jurisdiction as part of the PROJECT.

2. Delaware County Responsibilities

- a. COUNTY shall reimburse CITY for its proportionate share of the actual costs incurred by the CITY for maintenance of the BMP facilities within 30 days of receipt of proper invoice from the CITY. The COUNTY's proportionate share shall be limited to \$20,000 per year without prior authorization from the COUNTY.

3. Joint Responsibilities

- a. CITY and COUNTY shall have joint responsibility for long term operation, maintenance, repair, and reconstruction of BMPs constructed as part of the PROJECT, in accordance with the regulatory and other legal obligations of each PARTY, respectively.
- b. Prior to substantial completion and close out of the PROJECT, the CITY and COUNTY will meet at each BMP facility constructed as part of the PROJECT to prepare a punch list for the PROJECT and provide its details to the Contractor to correct or re-execute any of the work that fails to conform to the requirements of the contract documents.
- c. The CITY and COUNTY will continue to work cooperatively to meet the goals set forth herein, including regular communication and meetings as necessary.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have hereunto set their hands to this contract as the respective duly authorized agents as of the day and year first stated above.

**BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO**

**CITY OF COLUMBUS
DEPARTMENT OF PUBLIC
UTILITIES**

By: 
Barb Lewis, Commissioner

By: _____
Tracie Davies, Director

Date: 9-14-2020

Date: _____

By: 
Jeff Benton, Commissioner

Date: 9-14-2020

By: 
Gary Merrell, Commissioner

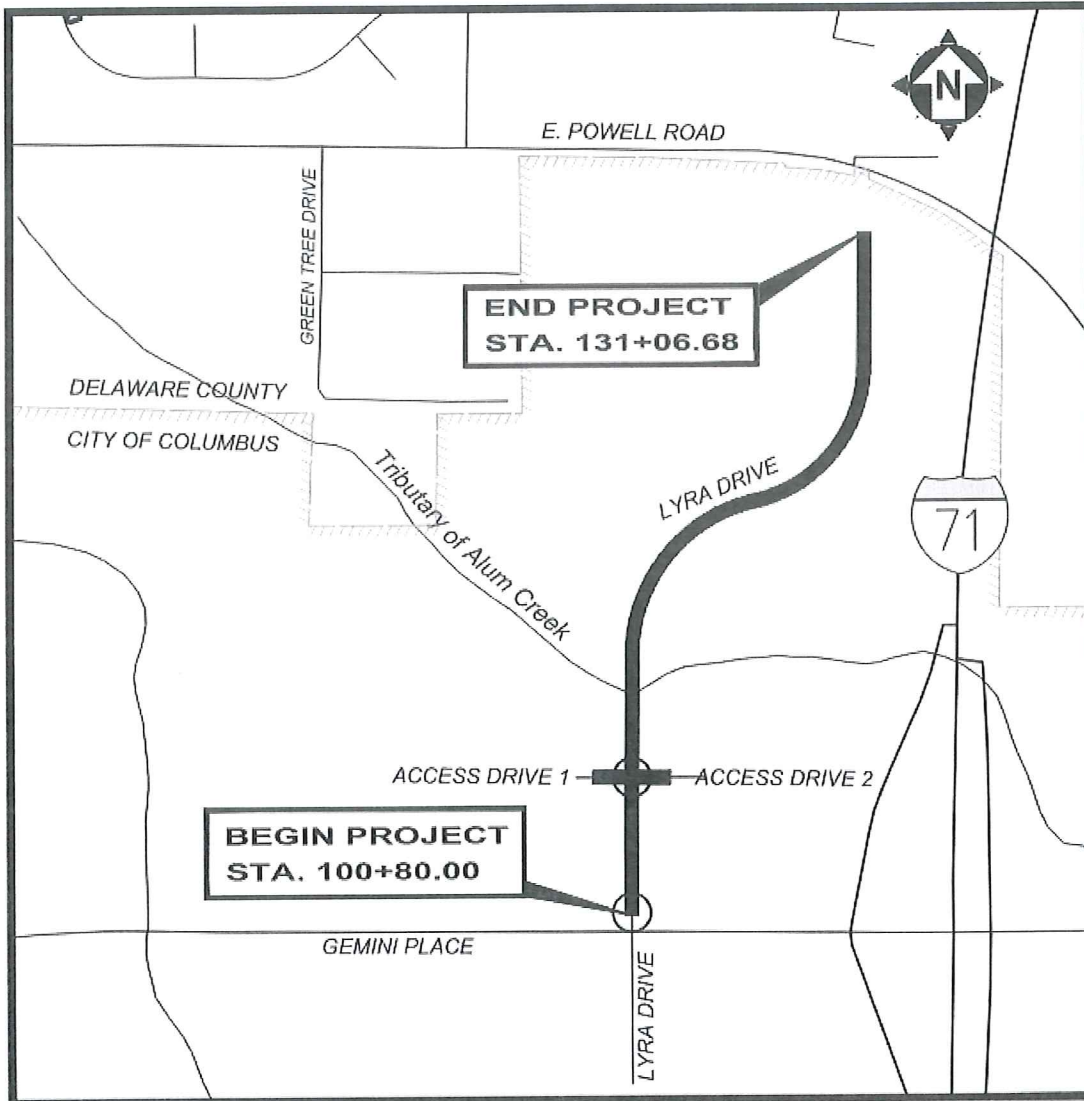
Date: ✓

EXHIBIT A: DESCRIPTION OF WORK

This project will extend Lyra Drive from the Costco/Cabela Access Drive to E. Powell Road. The extension of Lyra Drive will consist of a three lane roadway to incorporate a center turn lane, curb, street lighting, storm sewer, BMPs, waterline and new roundabout at the intersection of E. Powell Road. The intersection of Lyra Drive and Costco/Cabela Access Drive will become signalized.

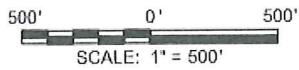
[Remainder of page intentionally left blank]

EXHIBIT B: PROJECT LOCATION MAP




LOCATION MAP

P.O.B. = LATITUDE: 40° 09' 02" N LONGITUDE: 82° 58' 30" W



LEGEND:

PORTION TO BE IMPROVED: 

TRAFFIC SIGNAL IMPROVEMENTS: 