

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 14, 2020

Vote on Motion            Mr. Benton            Aye            Mr. Merrell            Absent            Mrs. Lewis            Aye

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**RESOLUTION NO. 20-808**

**IN THE MATTER OF APPROVING A MAINTENANCE AGREEMENT WITH THE CITY OF COLUMBUS FOR IMPROVEMENTS TO LYRA DRIVE EXTENSION:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

**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 14<sup>th</sup> 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.

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- 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.

Vote on Motion                      Mr. Merrell              Absent   Mrs. Lewis              Aye              Mr. Benton              Aye

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RESOLUTION NO. 20-809**

**IN THE MATTER OF APPROVING A CONTRIBUTION AGREEMENT WITH THE CITY OF COLUMBUS FOR IMPROVEMENTS TO LYRA DRIVE EXTENSION:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

**CAPITAL IMPROVEMENTS PROJECT  
CONTRIBUTION AGREEMENT  
BETWEEN  
CITY OF COLUMBUS, OHIO  
AND  
DELAWARE COUNTY, OHIO  
FOR  
ROADWAY IMPROVEMENTS – LYRA DRIVE EXTENSION  
CAPITAL IMPROVEMENT PROJECT 530161-100204**

This Contribution Agreement (the “AGREEMENT”), pursuant to Ordinance No. 0829-2020, passed April 20, 2020, is made and entered into the 14<sup>th</sup> day of September 2020 (the “Effective Date”), by and between the City of Columbus, Ohio acting through its Director of Public Service, hereinafter designated as the CITY, and County of Delaware, Ohio, acting through its Board of County Commissioners and the County Engineer; together hereinafter designated as the PARTIES; and

WHEREAS, the CITY is engaged in a Public-Private Partnership (3P) with NP Capital Management Corp., hereinafter designated as the DEVELOPER, to facilitate the construction of certain public infrastructure improvements in the Polaris area; and

WHEREAS, the Roadway Improvements – Lyra Drive Extension Project encompasses the construction of a new roadway extension within newly dedicated public rights-of-way from Lyra Drive and Costco/Cabela to East Powell Road, as described in Exhibit A hereto; and

WHEREAS, a portion of the proposed public improvements will benefit the COUNTY; and

WHEREAS, the COUNTY agrees to assume and bear a portion of the anticipated construction costs; and