

ROAD MAINTENANCE AGREEMENT

This Agreement is made between the City of Powell, Ohio (the "City") and the Delaware County Commissioners, Delaware County, Ohio (the "County").

Whereas, the City has requested that the Delaware County Commissioners approve an annexation of 26.3 acres of property, more or less, from Liberty Township into the City, under section 709.023 of the Ohio Revised Code, referred to as the Market at Liberty Crossing, which includes a portion of Sawmill Parkway; and

Whereas, the City and County desire to enter into an agreement for the ongoing maintenance of the Sawmill Parkway roadway and associated right-of-way to be annexed in order to provide for consistent and efficient maintenance of the roadway to provide for the public health, safety and welfare of the community; and

Whereas, for the purposes of this agreement, the City and County agree to maintain that portion of Sawmill Parkway described as beginning just north of State Route 750 and ending near the northernmost right-of-way line of Galloway Drive, (S58°54'02"E), as indicated on the annexation plat and description that was approved by the Delaware County Engineer November 11, 2009, which is marked and attached as exhibit "A" to this Agreement.

Now, therefore, upon Powell City Council's approval of an ordinance accepting the annexation referenced herein, in consideration of the promises and agreements made herein, and other valuable consideration, the exchange and receipt of which is hereby acknowledged, the City and County agree as follows:

- A. That the County Engineer will continue to plow and salt that portion of Sawmill Parkway that is annexed to the City.
- B. That the County Engineer will continue to mow the median portion of Sawmill Parkway that is annexed to the City.
- C. That the County Engineer will maintain traffic control signage on both sides of Sawmill Parkway.
- D. That the County Engineer will maintain any storm sewers and associated storm structures that are within the annexed portion of Sawmill Parkway.
- E. The County Engineer will direct and perform all maintenance needed to the pavement, curb and pavement markings in the annexed portion of Sawmill Parkway in a coordinated manner with the City, to the extent possible. The City may perform these maintenance activities should the County be unable to complete same. Should the City perform such maintenance upon the

County's failure to do so, there shall not be reimbursement paid to the County for such work performed.


- F. The City shall pay for the cost of such maintenance for items A, B, C, D, and E above within that portion of Sawmill Parkway annexed to the City for work or services performed by the County. The County will invoice the City for those costs along with identifying and providing cost breakdowns for materials and labor associated with the work.
- G. The City shall maintain sidewalks and/or paths along the portion of Sawmill Parkway that is annexed to the City.
- H. When the County Engineer performs milling and road filling work at the advanced traffic loop for the Ohio Department of Transportation traffic signal at State Route 750 and Sawmill Parkway, the City shall reimburse the County for the costs of such operations related to the portion of Sawmill Parkway annexed to the City. The County will invoice the City for those costs along with identifying and providing cost breakdowns for materials and labor associated with the work.
- I. The City Engineer shall perform a warrant study, design, engineering and installation of a traffic signal at the intersection of Galloway Drive and Sawmill Parkway to the extent such actions are necessary. The decision by the City to install a traffic signal at Galloway Drive and Sawmill Parkway shall be made in collaboration with the County. The costs of design, engineering, installation, operations and maintenance shall shared by the City and County in proportion to the signal facilities located in each respective jurisdiction. The City shall perform the operations and maintenance for the signal.

Condition Precedent: The City and County acknowledge and agree that this Agreement is not effective until approved by formal action of the Powell City Council and shall take effect upon such approval.

The parties shall mutually agree upon any future improvements of the segment of roadway set forth in this agreement.

This Agreement is affirmed by the signatures of the following duly elected, appointed and authorized officials of the City of Powell and Delaware County, Ohio.

Signed, this 27 day of January 2010.

By: 
Art Schultz, Mayor City of
Powell

Signed, this ___ day of ___ 2010.

By: _____
Todd Hanks, Delaware County
Commissioner

Witness, City of Powell

Approved as to form and
correctness:

Powell Law Director

By:_____
Ken O'Brien, Delaware County
Commissioner

By:_____
Tommy Thompson, Delaware County
Commissioner

Witness for Delaware County
Commissioners

Witness for Delaware County
Commissioners

Singed, the__day of __2010

By:_____
Chris Bauserman, Delaware County
Engineer

Witness for Delaware County Engineer

Approved as to form and correctness
Delaware County Prosecutor: