

## MULTI-USE PATHWAY MAINTENANCE AGREEMENT

This Agreement is made between the City of Powell, Ohio (the “City”) and the Delaware County Commissioners, Delaware County, Ohio (the “County”) and the Liberty Township Trustees, Liberty Township, Ohio (the “Township”).

**Whereas**, the City identified the need for improved pedestrian and bike path connectivity for the city residents around the City and surrounding county; and

**Whereas**, the City has proposed the extension of a Multi-Use Pathway that will be located in the County’s right-of-way; and

**Whereas**, the City and Township desire to enter into an agreement for the ongoing maintenance of the Multi-Use Pathway in order to provide consistent and efficient maintenance of the pathways to provide for the public health, safety, and welfare of the community; and

**Whereas**, for the purposes of this agreement, the City and Township agree that the City will be responsible for maintaining all pathway improvements for an indefinite period and until otherwise agreed upon.

**Now, therefore**, upon Powell City Council’s approval for an ordinance accepting the agreement referenced herein, the City, Township, and County agree as follows:

- A. The City agrees to fully comply with any applicable statute, rule, regulation, order or restriction of any federal, state, or municipal governmental authority lawfully exercising jurisdiction over the City’s use of public rights-of-way for the features described within this Agreement, including, but not limited to, the American with Disabilities Act and the regulations promulgated thereunder.
- B. The City agrees to maintain the Multi-Use Pathway improvements in such a manner that provides for a healthy, aesthetic environment that enhances the site and does not interfere with the safe use of the adjacent right-of-way.
- C. The City shall maintain the Multi-Use Path in accordance with the City’s rules and procedures applicable to the maintenance of multi-use paths owned by the City. These maintenance obligations include, but are not limited to, resurfacing the Multi-Use Path and repairing or replacing segments that are in poor or unsafe condition.
- D. The County and Township acknowledge that the City’s rules and procedures regarding maintenance of multi-use paths may change and agrees that the City’s maintenance obligations set forth in this agreement may likewise change, provided that if such obligation changes, the City will notify the County and Township of any such change.
- E. The County has the option to make improvements to the Multi-Use Path if needed as part of a road improvement project of normal roadway maintenance.

**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 \_\_ day of \_\_\_\_ 2016.

LIBERTY TOWNSHIP

By: \_\_\_\_\_  
Liberty Township Trustee

By: \_\_\_\_\_  
Liberty Township Trustee

By: \_\_\_\_\_  
Liberty Township Trustee

Signed, this \_\_ day of \_\_\_\_ 2016.

DELAWARE COUNTY

By: \_\_\_\_\_  
Delaware County Commissioner

By: \_\_\_\_\_  
Delaware County Commissioner

By: \_\_\_\_\_  
Delaware County Commissioner

Signed, the \_\_ day of \_\_\_\_ 2016

By: \_\_\_\_\_  
Chris Bauserman, Delaware County  
Engineer

\_\_\_\_\_  
Approved as to form and correctness  
Delaware County Prosecutor:  
Signed this \_\_ day of \_\_\_\_\_, 2016

CITY OF POWELL

By: \_\_\_\_\_  
Stephen A. Lutz, City Manager