



# City of Gahanna

200 South Hamilton  
Road  
Gahanna, Ohio 43230

## Signature

Ordinance: ORD-0087-2024

File Number: ORD-0087-2024

### AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR THE REPAIR AND RESURFACING OF MORSE ROAD

**WHEREAS**, the City of Gahanna, City of New Albany, and the Franklin County Engineer's Office on behalf of Jefferson and Plain Townships have been working to facilitate joint maintenance responsibilities of Morse Road between US 62 and Reynoldsburg-New Albany Road; and

**WHEREAS**, the road repair and resurfacing project is slated to commence in 2025 and will be managed by the Franklin County Engineer's Office; and

**WHEREAS**, as part of this intergovernmental partnership, the Franklin County Engineer's Office is requesting the City's commitment to participate financially, wherein the City's local share will be 33% of the project's cost; and

**WHEREAS**, the City's financial commitment is proposed as part of the Administration's 2025 Capital Budget request in the amount of \$220,000 from the Capital Improvement Fund.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO:**

**Section 1.** That the Mayor is hereby authorized to enter into an Intergovernmental Agreement for the repair and resurfacing of Morse Road in accordance with the terms more particularly described in EXHIBIT A, attached hereto and made a part herein.

**Section 2.** That this Ordinance shall be in full force and effect after passage by this Council and 30 days after signature of approval by the Mayor.

At a regular meeting of the City Council on December 2, 2024, a motion was made by Renner, seconded by Padova, that the Ordinance be Adopted. The vote was as follows:

Ms. Bowers, yes; Ms. Jones, yes; Ms. McGregor, yes; Ms. Padova, yes;  
Mr. Renner, yes; Mr. Schnetzer, yes; Mr. Weaver, yes.

President

Merisa K. Bowers  
Merisa K. Bowers

Date

12/4/24

Attest by


Jeremy A. Van Meter  
Jeremy A. VanMeter  
Clerk of Council

Date

12/3/2024

Approved by the Mayor   
Laurie A. Jadwin

Date 12.3.24

Approved as to Form   
Priya D. Tamilarasan  
City Attorney

Date 12/2/24

**INTERGOVERNMENTAL AGREEMENT  
FOR THE REPAIR AND RESURFACING OF MORSE ROAD IN THE  
CITY OF GAHANNA, THE CITY OF NEW ALBANY, AND JEFFERSON AND PLAIN TOWNSHIPS**

This Intergovernmental Agreement for the repair and resurfacing of Morse Road in the City of Gahanna, City of New Albany, and Jefferson and Plain Townships ("Agreement") is entered into by and between the City of Gahanna, the City of New Albany, and the Franklin County Engineer ("Franklin County"), collectively the Parties, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WHEREAS, Section 9.482 of the Ohio Revised Code permits a political subdivision to enter into an agreement with other political subdivisions under which a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform or render; and

WHEREAS, this agreement is contingent upon the pending annexation of certain property from the City of Columbus to the City of New Albany; which is estimated to be completed during the first quarter of 2025; and

WHEREAS, the Parties acknowledge that in the spirit of intergovernmental cooperation, a regional approach to the provision of certain services will be considered when the means for such cooperative efforts are available and result in a cost savings and/or enhanced delivery of public services; and

WHEREAS, the City of Gahanna, the City of New Albany, and the Franklin County Engineer have identified a need to repair and resurface Morse Road from approximately 150' west of the centerline of Harrison Pond Drive to approximately 525' west of Reynoldsburg-New Albany Road; a total length of approximately 6,700 feet as shown in Exhibit A; and

WHEREAS, Franklin County is willing to include the repair and resurfacing of Morse Road in its annual County Resurfacing Program; and

WHEREAS, the parties are ready, willing, and able to contract on the terms and conditions hereinafter set forth, to provide for the traffic control installation and upgrades, and to provide for the payment of repair and resurfacing of Morse Road; and

NOW, THEREFORE, in consideration of the above, the Parties have agreed as follows:

1. Franklin County shall include Morse Road from approximately 150' west of the centerline of Harrison Pond Drive to approximately 600' west of the centerline of Reynoldsburg-New Albany Road; a total length of approximately 6,700 feet as shown in Exhibit A, in its annual County Resurfacing Program.
2. The parties agree that the total estimated cost for the work to be performed totals \$600,000. Upon completion of the work, the City of Gahanna and the City of New Albany shall pay to Franklin County an amount equal to one third (1/3) the actual cost of the work performed, estimated to be \$200,000 per agency, within thirty (30) days after receipt of an invoice from



Franklin County. The City of Gahanna, the City of New Albany, and Franklin County shall be responsible for the maintenance of the roadway within their respective jurisdictions after the repair and resurfacing is completed.

3. All work provided, and all payments required under this Agreement shall be completed on or before October 31, 2025.
4. The Parties are political subdivisions and are entitled to all the immunities and defenses provided by law. To the extent that Chapter 2744 of the Revised Code applies to the operation of a political subdivision, it applies to each Party that is subject to this Agreement and to its employees when they are rendering a service outside the boundaries of their respective Party under the Agreement.
5. This Agreement does not in any way limit any power or function of either Franklin County, the City of Gahanna, or the City of New Albany with respect to any such functions being performed under this Agreement by the other political subdivision.
6. For employment relationship purposes, any provider of services shall be an employee of the political subdivision for which that employee is ordinarily employed and by whom such employee is paid. Such employee shall not be entitled to any additional compensation or employment benefits from the other political subdivision and no claim of joint employer status or liability shall be made on account of or arising from any incident in which a provider's employee may be involved.
7. The Parties agree that records pertaining to this Agreement are subject to Section 149.43 of the Ohio Revised Code (the "Public Records Law"), to the extent permitted or required by law. The Parties agree to cooperate with respect to any public record request and any request of an authorized representative of the Auditor of the State of Ohio in connection with audits and inspections of financial reports or conduct audits.
8. The effective date of this Agreement shall be the latest date signed below and terminate upon the City of Gahanna's and City of New Albany's final payment to Franklin County; provided, however, that either party may terminate this Agreement upon 30 days' advance written notice to the other party. Termination of this Agreement shall not relieve the non-providing party from paying for any and all services provided.
9. This Agreement may only be amended in writing signed by an authorized representative of each participating Party, and as authorized by their respective legislative authorities, if required.
10. The Party receiving services shall provide a Certificate of Funds or Purchase Order signed by that political subdivision's fiscal officer, evidencing the appropriation of funds sufficient to cover the costs of the services to be provided.
11. Whenever notice is required in this Agreement, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that

purpose, or deposited in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the other Party as follows:

If to Franklin County Engineer's Office:

Franklin County Engineer's Office  
c/o Chief Deputy of Engineering  
970 Dublin Road  
Columbus, Ohio 43215

If to the City of Gahanna:

City of Gahanna  
Mayor's Office  
200 Hamilton Road  
Gahanna, Ohio 43230

If to the City of New Albany:

City of New Albany  
City Manager  
99 West Main Street  
New Albany, Ohio 43054

or such other address as may be designated in writing by the Parties.

This Agreement may be executed in multiple counterparts, including facsimiles or scanned copies, each of which shall be recognized as an original signature.

IN WITNESS WHEREOF, the Parties, each by an authorized agent, have entered into this Intergovernmental Agreement on the date indicated above.

Witness: 

Date: 11/03/2024

Witness: 

Date: 1/15/2025

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANKLIN COUNTY**

By: 

Brad Foster, P.E., P.S.  
Franklin County Engineer

**CITY OF GAHANNA**

By: 

**CITY OF NEW ALBANY**

By: \_\_\_\_\_

purpose, or deposited in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the other Party as follows:

If to Franklin County Engineer's Office:

Franklin County Engineer's Office  
c/o Chief Deputy of Engineering  
970 Dublin Road  
Columbus, Ohio 43215

If to the City of Gahanna:

City of Gahanna  
Mayor's Office  
200 Hamilton Road  
Gahanna, Ohio 43230

If to the City of New Albany:

City of New Albany  
City Manager  
99 West Main Street  
New Albany, Ohio 43054

or such other address as may be designated in writing by the Parties.

This Agreement may be executed in multiple counterparts, including facsimiles or scanned copies, each of which shall be recognized as an original signature.

IN WITNESS WHEREOF, the Parties, each by an authorized agent, have entered into this Intergovernmental Agreement on the date indicated above.

**FRANKLIN COUNTY**

Witness: [Signature]  
Date: 11/03/2024

By: [Signature]  
Brad Foster, P.E., P.S.  
Franklin County Engineer

**CITY OF GAHANNA**

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_

**CITY OF NEW ALBANY**

Witness: Alisia A. McQueen  
Date: 11/21/2024

By: [Signature] 11/21/24



# Exhibit A - Morse Rd 2025 Resurfacing Limits Map from US-62 (Johnstown Rd) to Reynoldsburg-New Albany Rd.

## Legend

- Annexations  
Annexation Fabric  
Township  
Columbus  
Gahanna  
New Albany

This map is prepared for the real property inventory within the county. It is compiled from record deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information source should be considered for verification of the information contained herein. The Franklin County Auditor's Office is not responsible for the responsibility for the information contained on this map. Please notify the Franklin County Auditor's Office Department of any discrepancies.

The date on this map was originally compiled at:  
1" = 100' based on the Ohio State Plane South Coordinate System  
based on the North American Vertical Datum 1988 (when displayed).



**Franklin County  
Engineer's Office**  
**Brad Foster, P.E., P.S.**  
Map Produced May 1, 2024

