

JENNIFER GALLAGHER  
Director

THE CITY OF  
**COLUMBUS**  
ANDREW J. GINTHER, MAYOR

DEPARTMENT OF  
PUBLIC SERVICE

January 4, 2023

Tom Komlanc  
Engineer Director  
City of Gahanna  
200 South Hamilton Road  
Gahanna, Ohio 43230

Subject: 3228-E, Arterial Street Rehabilitation – Hamilton Road from SR 161 to Morse Road – Phase A (FRA-CR 103-2.56, PID 99852)

Dear Mr. Komlanc,

Included with this letter are the original deeds associated with parcels 15-WDV, 17-WDV, 17-CHV, 17-SV1, 17-SV2, 19-CHV, 19-SV, 22-CHV, 24-CHV, 25-CHV, and 26-WDV from the above subject line project. These parcels were acquired by the City of Columbus in the City of Gahanna's corporate jurisdiction on behalf of Gahanna, and in the City of Gahanna's name. If there are any questions or issues, please feel free to reach out at 614-645-3973 or [mdroberts@columbus.gov](mailto:mdroberts@columbus.gov).

Respectfully,



Doug Roberts, P.E.  
R/W Section Manager  
Division of Design and Construction

Enclosure

cc: Chris Morrison, R/W Coordinator



Infrastructure Maintenance Agreement  
Between  
City of Columbus  
And  
City of Gahanna  
For  
Improvements of Hamilton Road, Phase A – Contracts 1 and 2

This infrastructure maintenance agreement (the Agreement) is entered into as of 9/15/2020, 2020 (the Effective Date) between the City of Columbus (COLUMBUS) and the City of Gahanna (GAHANNA).

Witnesseth that:

WHEREAS, COLUMBUS is currently designing and constructing roadway improvements at Hamilton Road and Morse Road (the PROJECT), the limits of which are further described as follows: Hamilton Road from Morse Road to Menerey Lane/Preserve Boulevard, and Morse Road from Hamilton Road to Trellis Lane (a map of which is attached as Exhibit A); and

WHEREAS, as part of said PROJECT, COLUMBUS will be constructing stormwater Best Management Practices (BMPs) in public right of way within the jurisdiction of GAHANNA; and

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

NOW, therefore, the parties agree as follows:

1. COLUMBUS Responsibilities

- a. COLUMBUS is responsible for the planning, design and construction of the PROJECT, including all of the costs associated therewith.
- b. COLUMBUS is responsible for the long term operation, maintenance, repair and reconstruction of all BMP features constructed in GAHANNA right of way as part of PROJECT.
- c. Maintenance shall include those maintenance items specified for each BMP included in construction drawing 3228E and any associated BMP maintenance plan

2. GAHANNA Responsibilities

- a. GAHANNA shall continue responsibility it currently has for maintenance of all portions of the GAHANNA right of way with the exception of those responsibilities noted in Item 1.
- b. By execution of this agreement, GAHANNA permits COLUMBUS to access GAHANNA right of way for the purposes stated in Item 1, above.

3. Joint Responsibilities

- a. Prior to substantial completion and close out of the PROJECT, COLUMBUS and GAHANNA will meet at each BMP site to punch list the PROJECT and provide details to the consultant.
- b. The entities will continue to work cooperatively to meet the goals set forth herein, including regular communication and meetings as necessary.

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

CITY OF COLUMBUS

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

88

Tracie Davies

Director, Department of Public Utilities

Date: 9/15/2020

CITY OF GAHANNA

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

Laurie A. Jadwin

Mayor

Date: 5.8.2020