

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered on the \_\_\_\_ day of 2021 by and between the **CITY OF COLUMBUS, OHIO**, which is acting by and through its DEPARTMENT OF PUBLIC UTILITIES, DIVISION OF POWER (“DOP”), a municipal corporation, and the **FRANKLIN COUNTY CONVENTION FACILITIES AUTHORITY**, (“FCCFA”), a body corporate and politic organized and existing under Ohio Revised Chapter 351, which understand and agree to the following:

**WHEREAS**, the City of Columbus owns Right of Way, Convention Center Drive (hereinafter referred to as “ROW”), as shown on Exhibit A; and

**WHEREAS**, FCCFA is the developer of property located at 402 High Street, Columbus, Ohio 43215, within the Downtown/Short North area, upon which the FCCFA is building a second Hilton Hotel; and

**WHEREAS**, FCCFA was granted a non-exclusive easement within the Right of Way pursuant to Instrument number 202001240011630, Recorder’s Office, Franklin County, Ohio, and

**WHEREAS**, FCCFA, as part of the development of the Hilton Hotel and submittal of the plan review process, of application 19345-647 and plan 3610-E, is required by City Code 3312.21 to install street lighting for Convention Center Drive, which will attach to the new Hilton Hotel building; and

**NOW, THEREFORE**, for good and valuable consideration, including the mutual covenants and benefits stated herein, the parties desire to address the terms of the initial construction and the future maintenance of the Lighting and hereto agree as follows:

**SECTION 1: FCCFA shall:**

- A. At FCCFA’s sole cost and expense install the KX7 lights, lighting controller, and knox box, and all associated lighting infrastructure (hereinafter the “Lighting”) in conformance with the 3610-E Plans, Sheet 57, as shown on Exhibit A.
- B. Coordinate and schedule a field walk through with DOP to demonstrate equipment access and operation of the Lighting to be maintained by DOP.
- C. Provide 24/7 access for DOP and/or DOP’s third party electrical companies to maintain and operate the Lighting.
- D. Obtain any additional and necessary City of Columbus permitting or any other associated permitting associated with the Lighting and other circuits/utility infrastructure shown on Exhibit A.
- E. Obtain any additional permitting or communication of the project with any other community group, City, State or Federal agency.

SECTION 2: City of Columbus and DOP shall:

- A. Only be responsible for operating and maintaining the Lighting (ie. KX7 lights, lighting controller, conduit and electrical wiring from the lighting controller to the KX7 lights, and knox box) as shown on Exhibit A, upon FCCFA’s satisfactory installation of the same.

SECTION 3: Miscellaneous:

If FCCFA and/ or its third-party electrical company fails to comply with the terms of this MOU, FCCFA will be in violation of City Code.

FCCFA understands and agrees that no maintenance or activities to the Lighting proposed on 3610-E sheet 57 (without DOP approval), is permitted.

The relevant contacts for this MOU are as follows:

- I. COLUMBUS DIVISION OF POWER
  - A. PRIMARY: GARY D. WILFONG, (614) 645-2756,  
[GDWILFONG@COLUMBUS.GOV](mailto:GDWILFONG@COLUMBUS.GOV)
- II. THE FRANKLIN COUNTY CONVENTION FACILITIES AUTHORITY
  - A. SCOTT REED, (614) 827-2804, [SREED@FCCFA.ORG](mailto:SREED@FCCFA.ORG)

---

**APPROVED:**

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU through their duly authorized representatives to be effective as of the date set forth herein. .

**CITY OF COLUMBUS, OHIO,**

**THE FRANKLIN COUNTY CONVENTION FACILITIES AUTHORITY**

A MUNICIPAL CORPORATION

\_\_\_\_\_  
TRACIE DAVIES, DIRECTOR

\_\_\_\_\_  
BY: \_\_\_\_\_

DEPARTMENT OF PUBLIC UTILITIES

ITS:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_