



Legislation Details (With Text)

File #: 0942-2010 **Version:** 1

Type: Ordinance **Status:** Passed

File created: 6/17/2010 **In control:** Development Committee

On agenda: 6/28/2010 **Final action:** 7/1/2010

Title: To authorize the Director of Development to execute the First Amendment to the Memorandum of Understanding with MI Homes of Central Ohio, LLC, Dominion Homes, Inc., and Homewood Corporation to affirm and update financing commitments for infrastructure improvements based upon the Pay As We Grow Plan in the Northeast Corridor, and to add Village Communities Corporation and Murphy Development Company as parties; and to declare an emergency.

Sponsors:

Indexes:

Code sections:

Attachments: 1. ORD0942-2010 First Amendment to Northeast MOU.pdf

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------------|--|--------|
| 7/1/2010 | 1 | CITY CLERK | Attest | |
| 6/30/2010 | 1 | MAYOR | Signed | |
| 6/28/2010 | 2 | Columbus City Council | Approved | Pass |
| 6/28/2010 | 1 | COUNCIL PRESIDENT | Signed | |
| 6/22/2010 | 1 | City Clerk's Office | Sent back for Clarification/Correction | |
| 6/22/2010 | 1 | Dev Drafter | Sent to Clerk's Office for Council | |
| 6/17/2010 | 1 | Dev Drafter | Sent for Approval | |
| 6/17/2010 | 1 | DEVELOPMENT DIRECTOR | Reviewed and Approved | |
| 6/17/2010 | 1 | Dev Drafter | Sent for Approval | |
| 6/17/2010 | 1 | CITY ATTORNEY | Reviewed and Approved | |
| 6/17/2010 | 1 | Dev Drafter | Sent to Clerk's Office for Council | |

Background:

The purpose of this ordinance is to authorize the Director of Development to execute the First Amendment to the Memorandum of Understanding (the "MOU") with MI Homes of Central Ohio, LLC, Dominion Homes, Inc., and Homewood Corporation to affirm and update financing commitments for infrastructure improvements based upon the Pay As We Grow Plan in the Northeast Corridor, and to add Village Communities Corporation and Murphy Development Company as parties.

In 2004, the City of Columbus became aware of development interest in the Northeast Corridor. The city responded to that interest by engaging in a cooperative dialogue with the development community to develop a Pay As We Grow plan for that area of the City to effectively manage development and secure the developers' participation in the funding of infrastructure that will benefit the entire northeast quadrant of Franklin County. Ordinance 2153-2005 was enacted December 12, 2005 authorizing the Director of Development to execute an agreement that affirmed the commitments and obligations of the city and the developers based upon this Pay As We Grow Plan in the provision of critical infrastructure in the Northeast Corridor. The parties to that original Northeast MOU have acted in good faith to execute it and generally believe it to have been constructive. Nevertheless, some circumstances have changed sufficiently for it to be advisable to update aspects of that MOU by authorizing this First Amendment thereto to add parties and make other appropriate adjustments.

Fiscal Impact:

No city funding is required for this legislation. The amendment reaffirms developer contributions of \$2,300 per unit for a financing program for regional infrastructure needs.

To authorize the Director of Development to execute the First Amendment to the Memorandum of Understanding with MI Homes of Central Ohio, LLC, Dominion Homes, Inc., and Homewood Corporation to affirm and update financing commitments for infrastructure improvements based upon the Pay As We Grow Plan in the Northeast Corridor, and to add Village Communities Corporation and Murphy Development Company as parties; and to declare an emergency.

WHEREAS, the original Northeast MOU authorized in December 2005 by Ordinance 2153-2005 and executed February 23, 2006 has served to implement the City's "Pay As We Grow" policy and to further the need of the City and the development community to help ensure the coordination of land use and infrastructure development; and

WHEREAS, as a result of changing circumstances and ongoing dialogue, the original parties of MI Homes of Central Ohio, LLC, Dominion Homes, Inc., Homewood Corporation and the City agree that continued efforts to provide for critical infrastructure and services that will benefit the entire northeast quadrant of Franklin County will be better served by the addition of Village Communities Corporation as a party and by the addition of Murphy Development Company for the limited purposes set forth in Section 13 of the amendment; and

WHEREAS, in order to continue and improve the financing and other commitments for infrastructure improvements and services in the Northeast Corridor and in view of changes in some circumstances, it is necessary and appropriate for the City and the Developers to enter into this First Amendment; and

WHEREAS, an emergency exists in the usual daily operation of the Department of Development, in that it is immediately necessary to authorize the Director of Development to enter this First Amendment with MI Homes of Central Ohio, LLC, Dominion Homes, Inc. Homewood Corporation, Village Communities Corporation, and Murphy Development Company without delay so that planning and other actions can begin that are necessary to implement the Pay As We Grow plan for the Northeast Corridor thereby preserving the public health, peace, property, safety and welfare; **Now, Therefore,**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:

Section 1. That the Director of Development (the "Director"), for and in the name of the City, is hereby authorized to execute the First Amendment to the Memorandum of Understanding (the "MOU") presently on file with the Clerk of this Council, providing for, among other things, financing commitments by the Developers (MI Homes of Central Ohio, LLC, Dominion Homes, Inc., Homewood Corporation, Village Communities Corporation, and Murphy Development Company) for the provision of infrastructure improvements and services in the Northeast Corridor, along with any changes or amendments thereto not inconsistent with this Ordinance and not substantially adverse to the City and which shall be approved by the Director and the City Attorney.

Section 2. That the Director or other appropriate officers of the City are authorized to execute such other agreements and instruments and to take all actions as may be necessary to implement this Ordinance and the transactions contemplated by the MOU as amended.

Section 3. That for the reasons stated in the preamble hereto, which is hereby made a part hereof, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after passage and approval by the Mayor, or ten days after passage if the Mayor neither approves nor vetoes the same.