



## Legislation Details (With Text)

**File #:** 0801-2019      **Version:** 1

**Type:** Ordinance      **Status:** Passed

**File created:** 3/13/2019      **In control:** Economic Development Committee

**On agenda:** 3/25/2019      **Final action:** 3/27/2019

**Title:** To authorize the Director of the Department of Development to enter into a Memorandum of Understanding with Magnolia Trace LLC for fulfillment of the Northeast Pay As We Grow requirements for property located at 5721 Cherry Bottom Road; and to declare an emergency.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. ORD0801-2019 5721 Cherry Bottom Final MOU

| Date      | Ver. | Action By             | Action   | Result |
|-----------|------|-----------------------|----------|--------|
| 3/27/2019 | 1    | CITY CLERK            | Attest   |        |
| 3/26/2019 | 1    | ACTING MAYOR          | Signed   |        |
| 3/25/2019 | 1    | COUNCIL PRESIDENT     | Signed   |        |
| 3/25/2019 | 1    | Columbus City Council | Approved | Pass   |

**Background:** Magnolia Trace LLC ("Developer") owns or will own approximately +/- 13 acres of property located on the west side of Cherry Bottom Road, known as 5721 Cherry Bottom Road (the "Developer Property") in the northeast area of Columbus Pay As We Grow (PAWG) program. City Council passed Ordinance No. 3330-2018 on December 13, 2018 that rezoned the Developer Property from R, Rural District to AR-1, Apartment Residential District (Rezoning # Z18-048). This legislation authorizes the Director of the Department of Development to enter into a Memorandum of Understanding (MOU) with the Developer for the fulfillment of PAWG requirements.

In following the City's PAWG policy for the Northeast Area to generate revenue that will pay for regional improvements, the City and Developer agree that in lieu of the Developer making one time per residential unit Pay As We Grow payments to Columbus at the standard Northeast area rate of \$2,300 per unit, the Developer shall construct the Regional Improvements outlined in the MOU. Those improvements will include the Big Walnut Greenway Trail, Northern Bike and Pedestrian Trail, Cherry Bottom Share Use Path, and Cherry Bottom Crosswalk.

The Developer shall grant and convey to the City by General Warranty Deed and Tax Agreement certain parcels of land as identified in the MOU for the purpose of facilitating the construction and operation of certain public improvements as further outlined in Article 4 of the MOU.

In following the City's PAWG policy for the Northeast Area, the Developer shall: 1) encumber the Developer Property with a Declaration of Covenants and Restrictions for the Central College Community Development District (the "CCCDD Covenants"), subject to acceptance of the Developer Property within the CCCDD by the Central College Community Development Authority (the "CCCDA"). The CCCDD Covenants shall run with the land and shall require each current and future owner of all or any portion of the Developer Property to pay an annual Community Development Charge, as such term is defined in Section 349.01 of the Ohio Revised Code, to the CCCDA in an amount equal to 0.004 multiplied by the "Assessed Value" of such property for a period of twenty (20) years commencing one (1) year after the date of completion of the construction of the residential structures (as evidenced by a Certificate of Occupancy). Within ninety days of the execution of the MOU, the Developer will take all necessary steps to include the Developer Property in the Central College Community Development Authority, including, without limitation, filing with the Columbus City

Council a petition for the inclusion of Developer Property within said Authority on the basis described above.

Emergency action is requested to allow the agreement to be entered into in a timely manner.

**Fiscal Impact:** No funding is required for this legislation.

To authorize the Director of the Department of Development to enter into a Memorandum of Understanding with Magnolia Trace LLC for fulfillment of the Northeast Pay As We Grow requirements for property located at 5721 Cherry Bottom Road; and to declare an emergency.

**WHEREAS**, Magnolia Trace LLC (the "Developer") owns or will own approximately +/- 13 acres of property located on the west side of Cherry Bottom Road, known as 5721 Cherry Bottom Road (the "Developer Property") in the northeast area of Columbus Pay As We Grow (PAWG) program; and

**WHEREAS**, Ordinance 3330-2018 was passed on December 13, 2018, thereby rezoning the Developer Property from R, Rural District to AR-1, Apartment Residential District (Rezoning #Z18-048); and

**WHEREAS**, the City and the Developer desire to enter into the attached Memorandum of Understanding ("MOU") for fulfillment of Pay as We Grow requirements; and

**WHEREAS**, the purpose of the MOU is to align sufficient, satisfactory Regional Improvements with planned and balanced development in the Northeast Pay As We Grow Area; 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 to enter into the Memorandum of Understanding without delay so that planning and other actions can begin, 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 the Department of Development is hereby authorized to execute a Memorandum of Understanding with Magnolia Trace, LLC (the "Developer") for fulfillment of Northeast Pay As We Grow ("PAWG") requirements for property located at 5271 Cherry Bottom Road.

**SECTION 2.** That, in lieu of making one time per residential unit Pay As We Grow payments to the City, the Developer will construct Regional Improvements outlined in the MOU that include the Big Walnut Greenway Trail, Northern Bike and Pedestrian Trail, Cherry Bottom Shared Use Path, and the Cherry Bottom Crosswalk.

**SECTION 3.** That the Developer will take the necessary steps to place Developer Property within the Central College Community Development District in a timely manner, such that each current and future owner shall be required to pay for a period of twenty (20) years an annual Community Development Charge, as such term is defined in Section 349.01 of the Ohio Revised Code, in an annual amount equal to 0.004 multiplied by the "Assessed Value" of such property.

**SECTION 4.** That the Developer shall grant and convey to the City by General Warranty Deed and Tax Agreement certain parcels of land as identified in the MOU for the purpose of facilitating the construction and operation of certain public improvements as further outlined in Article 4 of the MOU.

**SECTION 5.** That this Council further hereby approves and directs the Mayor, the Director of Development and the City Attorney, and other appropriate officers of the City, to sign those instruments and make those arrangements as are necessary carry out the purposes of this Ordinance.

**SECTION 6.** 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.