



## Legislation Text

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**File #:** 1330-2019, **Version:** 1

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**Background:** Pulte Homes of OH LLC (“Developer”) owner of approximately 24.98± acres of property in the southern portion of the 61.23± acres of property from McCorkle Soaring Eagles/ Metro Development at 5830 Ulry Road (the “Developer Property”. The Developer Property is located in the Northeast area of the Columbus Pay as We Grow (“PAWG”) program. City Council passed Ordinance No. 0958-2016 on October 3, 2016 rezoned the property as PUD-6, Planned Unit Development District (Rezoning # Z14-059) and included a commitment by the Applicant, McCorkle Soaring Eagles/Metro Development, to pay the required Pay as We Grow fees. As the current property owner, Pulte Homes of OH LLC, has assumed a proportionate share of that commitment. This legislation authorizes the Director of the Department of Development to enter into a Pay As We Grow and Grow with a Plan Agreement (the “Agreement”) with the Developer for the fulfillment of PAWG requirements.

In following the City's PAWG policy for the Northeast Area, is a ratified agreement with the Developer and the City of Columbus that they will make a total contribution in the form of electronic wired payments to Columbus in the amount of \$2,300.00 multiplied by the number of residential units constructed on the Developer Property, which is expected to be 82 single units or less.

In a deviation from the City’s PAWG policy for the Northeast Area, the City and Developer agree that due to an overlap in the timing of processing the Agreement and the development of the Developer Property, that requiring the Developer to encumber the Developer Property with a Declaration of Covenants and Restrictions for the Central College Community Development District (the “CCCDD”) is not viable. The City and the Developer also agree that due to the same circumstances, it is not viable for the Developer to file a petition with Columbus City Council to join the CCCDD.

Emergency action is requested to allow planning and other project actions to begin without delay.

**Fiscal Impact:** There is no financial impact for this legislation. No funding is required.

To authorize the Director of the Department of Development to enter into a Pay As We Grow and Grow with a Plan Agreement with Pulte Homes of OH LLC for fulfillment of Northeast Pay as We Grow requirements for southern most portion of the property located at the southeast corner of Ulry Road and Warner Road (5830 Ulry Road); and to declare an emergency.

**WHEREAS**, Pulte Homes of OH LLC (“Developer”) is the owner of approximately 24.98± acres of property situated in the southernmost portion of the property located at the southeast corner of Ulry Road and Warner Road known as 5830 Ulry Road (the “Developer Property”) in the Northeast Area of the Columbus Pay as We Grow (“PAWG”) program; and

**WHEREAS**, Columbus City Council passed Ordinance No. 0958-2016 on October 3, 2016 rezoned the property as PUD -6, Planned Unit Development District (Rezoning # Z14-059) and included a commitment to Pay As We Grow obligations; and

**WHEREAS**, the City and the Developer desire to enter into the attached Pay As We Grow and Grow with a Plan Agreement (the “Agreement”) for fulfillment of Pay as We Grow requirements; and

**WHEREAS**, an emergency exists in the usual daily operation of the Department of Development in that it is immediately necessary to enter into the Pay As We Grow and Grow with a Plan Agreement 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 Development is hereby authorized to execute a Pay as we Grow and Grow with a Plan Agreement with Pulte Homes of OH LLC (the “Developer”) for fulfillment of Northeast Pay as We Grow (“PAWG”) requirements for property located at the southernmost portion of the property located at the southeast corner of Ulry Road and Warner Road known as 5830 Ulry Road.

**SECTION 2.** That the Agreement shall provides that the Developer will make a total contribution in the form of electronic wired payments to Columbus in the amount of \$2,300.00 multiplied by the number of residential units constructed on the Developer Property, which are be 82 single units or less.

**SECTION 3.** That the City and Developer agree that due to an overlap in the timing of processing the Agreement and the development of the Developer Property that requiring the Developer to encumber the Developer Property with a Declaration of Covenants and Restriction for the Central College Community Development District and to submit a petition to join the NCA is not viable.

**SECTION 4.** That 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 5.** 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.