

ORDINANCE NO. 158-17

PASSED: December 18, 2017

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH MID-OHIO REGIONAL PLANNING COMMISSION

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an Intergovernmental Working Agreement with Mid-Ohio Regional Planning Commission as part of the Regional Corrido Analysis.

SECTION 2. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

\_\_\_\_\_  
Chris Long, President Pro Tempore

ATTEST: April L. Beggerow  
April L. Beggerow, Clerk of Council

APPROVED: Doug Joseph DATE 12-18-2017  
Doug Joseph, Acting Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 158-17 as passed by Council of said City on the 18th day of December, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow  
April L. Beggerow, Clerk of Council

Filed with Mayor: 12/18/17

Published: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING (MOU)

Between  
The Mid-Ohio Regional Planning Commission  
City of Columbus  
Central Ohio Transit Authority  
Contiguous Jurisdictions: City of Bexley, City of Dublin,  
City of Groveport, City of Reynoldsburg,  
City of Westerville, City of Whitehall

This Memorandum of Understanding (MOU) between the Mid-Ohio Regional Planning Commission (MORPC), City of Columbus, Central Ohio Transit Authority (COTA), and all other stakeholders as listed under "1. PARTIES" represents a mutual understanding and continuing partnership to hire a qualified consultant or consulting team to undertake a Regional Corridor Analysis and effectively communicate its results to public and private stakeholders.

### 1. PARTIES

- 1.1 Mid-Ohio Regional Planning Commission (MORPC)
- 1.2 City of Columbus
- 1.3 Central Ohio Transit Authority (COTA)
- 1.4 City of Bexley
- 1.5 City of Dublin
- 1.6 City of Groveport
- 1.7 City of Reynoldsburg
- 1.8 City of Westerville
- 1.9 City of Whitehall

### 2. BACKGROUND AND PURPOSE

- 2.1 MORPC serves as the metropolitan planning organization (MPO) for Central Ohio and provides critical transportation planning and funding functions for the fastest growing region in Ohio. One of MORPC's primary objectives is to assist its members in better understanding the impacts of the region's projected growth and development upon their communities. Central Ohio is expected to grow by up to 1,000,000 people by 2050. To prepare Central Ohio for this growth, MORPC, in partnership with ULI Columbus and Columbus 2020, conducted a comparative scenario analysis in 2014 - called insight2050 - to look at different ways of accommodating the projected growth. The results showed that more beneficial outcomes along all of the metrics analyzed are expected with more compact development, focused on infill and re-development opportunities. Such development was also found to be more responsive to the changing demographics and projected increased market demand for smaller residences in walkable, mixed use environments. Cities, villages, and townships are now evaluating how land use and development plans allow for their community to be competitive and responsive to these changes.
- 2.2 As recipients of the U.S. Department of Transportation Smart City Challenge grant, the City of Columbus and its partners are leveraging federal funds and private investment to innovate and implement smart mobility options that improve people's quality of life, drive growth in the economy, provide better access to jobs and ladders of opportunity, and foster sustainability – all while positioning the Columbus region to become a world-class logistics leader. The #SmartColumbus initiative provides a context to review land use decisions, transportation planning, and transit system design relative to smart mobility options. The future implementation of smart technology has the potential to significantly alter the ways people interact with and move between places, impacting plans for growth and development patterns complimentary to the initial insight2050 analyses and findings.
- 2.3 Local governments in Central Ohio are interested in being fully prepared for adapting their communities to evolving market demand and emerging technologies, while looking for better and more sustainable ways to make land use and transportation infrastructure decisions that help

- retain and attract talent, businesses, and residents. Easy access to jobs, retail, housing, and entertainment is top of mind for local decision makers as they plan for future generations.
- 2.4 Targeted corridor development has the potential to capture some of this new market demand, support smart mobility options, and provide benefits associated with infill and redevelopment, as illustrated by the initial insight2050 analysis. A primary benefit of focusing infill development along regional corridors is the opportunity for high-capacity transportation options that support infill development goals and provide accessible options for residents and employees within a specified distance of the corridor.
  - 2.5 The Regional Corridor Analysis will study a variety of metrics to assess the likely impact(s) of implementing the more compact development options identified by insight2050, specifically, from intensifying the development patterns within select regional corridors. Furthermore, the project partners are interested in studying the relationship between these corridors and high-capacity transit, inclusive of all types of technologies, under both the current and intensified development patterns.
  - 2.6 It is anticipated that the results of the Regional Corridor Analysis will lead to specific implementation recommendations regarding the use of tools, such as zoning and development codes, utility enhancements, financial incentives and strategies, market readiness assessments, workforce housing policies, land assemblage, and prioritization of development/redevelopment areas. Another key goal of the study is the production of objective and replicable evaluation criteria (diagnostic tool) that could be applied to other corridors within the region that have similar characteristics.

### 3. TIMELINE (Subject to Change)

- August 1, 2017 – Proposal is posted on MORPC website for interested parties to retrieve
- September 5, 2017 – Completed proposals due to MORPC by 5:00 PM
- September 6, 2017 – Proposals will be opened at 2:00 PM
- September 7 – September 22, 2017 – Evaluation of proposals
- September 25 – September 29, 2017 – Oral presentations at MORPC, if required
- September 29, 2017 – Evaluation Committee makes recommendation
- October 2 – October 6, 2017 – Contact all bidders regarding awards to be made
- October 12 – October 31, 2017 – Contract preparation
- October 31, 2017 – Contract finalized
- November 1, 2017 – Project begins
- October 2018 – Project expected to conclude

#### **4. BUDGET**

- 4.1 Total Budget for Project: Approximately \$650,000
  - 4.1.1 MORPC Federal Funds \$200,000
  - 4.1.2 Local Funds – City of Columbus \$200,000
  - 4.1.3 Local Funds – COTA \$100,000
  - 4.1.4 Local Funds – Contiguous Jurisdictions \$85,000
  - 4.1.5 Local Funds – Reserved for additional funding partners which may enter into this agreement at a later date.
- 4.2 The consultant will receive up to \$600,000 to conduct the analysis as outlined in the scope of work. Any remaining dollars will go to MORPC to be allocated toward the additional technical and communications support it will provide as the project's lead agency.

#### **5. GENERAL RESPONSIBILITIES OF THE PARTIES**

- 5.1 Participation by the high-level staff or board member of the partnering organizations in steering committee meetings to provide overall guidance, strategic direction, and assurance of accountability to desired outcomes.
- 5.2 Staff participation in project working group meetings and review of all project deliverables.

#### **6. SPECIFIC RESPONSIBILITIES OF THE PARTIES**

- 6.1 MORPC will contribute \$200,000 of Federal Funds in compliance with U.S. DOT Guidelines.
- 6.2 The City of Columbus will pay MORPC \$200,000.
- 6.3 COTA will pay MORPC \$100,000.
- 6.4 The Contiguous Jurisdictions named above will together pay MORPC a total of \$85,000 as previously stated in individually submitted Letters of Commitment.
- 6.5 MORPC will be the primary funder of this project and will hold the contract with the consultant. MORPC will manage the project in collaboration with all parties and a high-level steering committee.
- 6.6 MORPC will provide limited assistance to the consultant in the various tasks of the project scope as described in the Request for Proposals (RFP).
- 6.7 Additional funding partners may enter into this agreement by means of an amendment to this MOU.

#### **7. TERMS OF MEMORANDUM**

- 7.1 This MOU shall commence upon valid execution by all parties and shall expire on approximately October 31, 2018.
- 7.2 Any party may unilaterally withdraw from this MOU with 30 days written notice to the other parties.
- 7.3 The parties agree that the rights granted under this MOU shall be used solely by each other and that such rights are non-transferable or assignable without the express written consent of all parties.
- 7.4 This MOU shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 7.5 This MOU constitutes the entire agreement among the parties, and no changes or modifications to this MOU shall be made unless agreed to by all parties to this MOU in writing.
- 7.6 This MOU may be amended by a separate writing signed by all of the parties. Each amendment shall be incorporated as if fully rewritten into this agreement.

#### **8. CONTRACTUAL OBLIGATIONS**

- 8.1 Except for Sections 6.1, 6.2, 6.3, and 6.4 this MOU is not a legally binding contract, but rather an understanding between the parties, and as such shall have no force in law and is not enforceable by any court for any reason.
- 8.2 Each party agrees to be legally bound to their respective commitments identified in Sections 6.1, 6.2, 6.3, and 6.4. In the event that the project expectations outlined in Section 5 cannot be met within the estimated \$650,000 project cost, then either (1) party may withdraw from the contract or (2) the parties may mutually agree to a revised cost estimate.

**9. AUTHORIZING SIGNATURES AND DATES**

IN WITNESS WHEREOF, the parties have executed this non-binding Memorandum of Understanding through the signatures indicated below.

\_\_\_\_\_  
MORPC  
William Murdock  
Executive Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
City of Columbus  
NAME  
TITLE  
Date: \_\_\_\_\_

\_\_\_\_\_  
COTA  
Emille Williams  
Interim President & CEO  
Date: \_\_\_\_\_

\_\_\_\_\_  
City of Bexley  
Ben Kessler  
Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
City of Dublin  
Dana McDaniel  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
City of Groveport  
Marsha Hall  
City Administrator  
Date: \_\_\_\_\_

\_\_\_\_\_  
City of Reynoldsburg  
Brad McCloud  
Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
City of Westerville  
David Collinworth  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
City of Whitehall  
Kim Maggard  
Mayor  
Date: \_\_\_\_\_