

#### Office of the City Manager

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**To:** Members of Dublin City Council

From: Dana L. McDaniel, City Manager

Initiated By: Vincent A. Papsidero, FAICP, Planning Director

Date: November 2, 2017

Re: Resolution 79-17- A Resolution of Support to the Mid-Ohio Regional

Planning Commission (MORPC) for the Second Phase of Insight2050

## **Summary**

Resolution 79-17 is a request for support of the Mid-Ohio Regional Planning Commission (MORPC) for the second phase of Insight2050 as it is an important multi-jurisdictional effort that benefits all of Franklin County, as well as it is consistent with this City's ongoing support of MORPC, and provides a link from the Bridge Street District to Downtown Columbus with the long term goal of enhanced transit service to improve Dublin's function as a major employment center.

## **Background**

The Mid-Ohio Regional Planning Commission (MORPC) completed the first phase of Insight2050 in 2015, which enabled a regional conversation about managing future growth in Central Ohio. This initial phase was funded by MORPC using federal transportation dollars, Columbus2020 and ULI Columbus. A number of subsequent projects have been initiated, including training of elected and appointed officials, as well as smaller plans and studies.

#### Description

This year, MORPC has proposed undertaking the second phase of Insight2050, which is to focus on five corridors linking Downtown Columbus and suburban communities. These corridors offer an opportunity to encourage infill development consistent with Insight2050, as well as support transit investments by COTA that will reduce congestion and air pollution, while better linking neighborhoods and employment centers. One such corridor is Riverside Drive/US33, beginning in Downtown Columbus and terminating in Dublin's Bridge Street District.

The City of Dublin has expressed support for this project as it is an important multi-jurisdictional effort that benefits all of Franklin County, as well as consistent with this City's ongoing support of MORPC. Also, linking the Bridge Street District to Downtown Columbus with the long-term goal of enhanced transit service will only improve Dublin's function as a major employment center. It will also enhance the District's function as a residential neighborhood by providing an opportunity for reverse commuting.

MORPC has concluded the procurement process for selecting a consultant and awarded the project to Calthorpe Associates of Berkeley. Planning Director Vince Papsidero participated on the selection committee.

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The budget for this project is \$650,000, of which MORPC is providing \$200,000 in federal transportation dollars, the City of Columbus is providing \$200,000, COTA is providing \$100,000, and five suburban jurisdictions are providing a total of \$85,000. The City of Dublin has committed \$20,000.

# Recommendation

Staff recommends City Council approval of Resolution 79-17.

# **RECORD OF RESOLUTIONS**

Dayton Legal Blank, Inc., Form No. 30045			
<b>79-17</b> Resolution No	Passed		
A RESOLUTION OF SUPPORT TO THE MID-OHIO REGIONAL PLANNING COMMISSION (MORPC) FOR THE SECOND PHASE OF INSIGHT2050			
<b>WHEREAS</b> , the Mid-Ohio Regiona metropolitan planning organization, improvements that benefit the region	, charged with managing and fur	•	
<b>WHEREAS</b> , MORPC recently con management practices of each juri that is the region's economic engine	isdiction, as we collectively pro	_	
<b>WHEREAS</b> , MORPC has initiated major corridors to encourage infill d with the first phase of Insight2050;	levelopment and enhance transi		
<b>WHEREAS</b> , one of the five corric Columbus and the city of Dublin's B		nat links Downtown	
<b>WHEREAS</b> , this corridor will serve employment center and resider employees and residents through each,	ntial neighborhood, increasin	g accessibility for	
<b>WHEREAS</b> , MORPC has raised \$ requested the city of Dublin to com	•	•	
<b>NOW, THEREFORE, BE IT RESO</b> of its elected members concurring,		of Dublin,	
Section 1. The Dublin City Manager Understanding between the city of I this resolution.			
Section 2. Funding in the amount of the 2018 Operating Budget.		for this purpose as	
Section 3. This Resolution shall to permitted by law.	ake effect and be in force or	n the earliest date	
Passed this day of	, 2017.		

Mayor - Presiding Officer

ATTEST:

Clerk of Council

#### 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 as described in the Request for Proposals (attached hereto as "Appendix A").

#### 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 Six Hundred Fifty Thousand and 00/100 U.S. Dollars (\$650,000.00)
  - 4.1.1 MORPC Federal Funds of Two Hundred Thousand and 00/100 U.S. Dollars (\$200,000.00)
  - 4.1.2 Local Funds City of Columbus Two Hundred Thousand and 00/100 U.S. Dollars (\$200,000,000)
  - 4.1.3 Local Funds COTA One Hundred Thousand and 00/100 U.S. Dollars (\$100,000.00)
  - 4.1.4 Local Funds Contiguous Jurisdictions Eighty-five Thousand and 00/100 U.S. Dollars (\$85,000.00)
    - 4.1.4a. City of Bexley Five Thousand and 00/100 U.S. Dollars (\$5,000.00)
    - 4.1.4b. City of Dublin Twenty Thousand and 00/100 U.S. Dollars (\$20,000.00)
    - 4.1.4c. City of Groveport Twenty Thousand and 00/100 U.S. Dollars (\$20,000.00)
    - 4.1.4d. City of Reynoldsburg Twenty Thousand and 00/100 U.S. Dollars (\$20,000.00)
    - 4.1.4e. City of Westerville Ten Thousand and 00/100 U.S. Dollars (\$10,000.00)
    - 4.1.4f. City of Whitehall Ten Thousand and 00/100 U.S. Dollars (\$10,000.00)
  - 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 Six Hundred Thousand and 00/100 U.S. Dollars (\$600,000.00) to conduct the analysis as outlined in the scope of work dated August 15, 2017, and is described in

Appendix A, which is fully incorporated for reference as if rewritten. 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 Two Hundred Thousand and 00/100 U.S. Dollars (\$200,000.00) of Federal Funds in compliance with U.S. DOT Guidelines in consideration of the City of Columbus, COTA, and the Contiguous Jurisdictions financially contributing to the Regional Corridor Analysis.
- 6.2 The City of Columbus will pay MORPC Two Hundred Thousand and 00/100 U.S. Dollars (\$200,000.00) in consideration of MORPC procuring and managing the Regional Corridor Analysis.
- 6.3 COTA will pay MORPC One Hundred Thousand and 00/100 U.S. Dollars (\$100,000.00) in consideration of MORPC procuring and managing the Regional Corridor Analysis.
- 6.4 The Contiguous Jurisdictions named above will together pay MORPC a total of Eighty-five Thousand and 00/100 U.S. Dollars (\$85,000.00) as previously stated in individually submitted Letters of Commitment in consideration of MORPC procuring and managing the Regional Corridor Analysis.
- 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 thirty (30) calendar 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 Appendix A cannot be met within the estimated Six Hundred Fifty Thousand and 00/100 U.S. Dollars (\$650,000.00) 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 Collinsworth City Manager	City of Whitehall Kim Maggard Mayor

[REMAINDER OF PAGE INTENTIONALLY BLANK; "APPENDIX A" BEGINS ON NEXT PAGE]