



## Legislation Text

File #: 2135-2023, Version: 2

**BACKGROUND:** The City owns Franklin County Tax ID Parcel Nos. 010-054645 (the “NMDA Parcel”) and 010-307276 (the “Project Site”). North Market Development Authority, Inc. (“NMDA”) leases and operates a public market in a former warehouse (the “North Market”) on the NMDA Parcel. The City selected NM Developer LLC (the “Developer”) from a request for proposals to redevelop the Project Site with a now 32-story mixed use tower as well as public parking spaces, an expansion of the existing North Market building, and a public atrium, patio, and plaza in support of the North Market (collectively, the “Project”). Pursuant to Ordinance No. 1993-2019 passed by City Council on July 22, 2019, the City entered into the Economic Development Agreement dated September 11, 2019 (the “Original EDA”) with the NMDA and the Developer. This ordinance authorizes the City to amend and restate the Original EDA and to enter into the First Amended and Restated Economic Development Agreement with the Developer and NMDA that authorizes the parties to amend and restate their understanding and agreements related to the Project, as market conditions have changed significantly since entering into the Original EDA due to the COVID-19 pandemic and its subsequent economic impacts. This ordinance also authorizes the City to enter into a Cooperative Agreement with the Columbus-Franklin County Finance Authority to provide financing for certain public portions of the Project. This ordinance additionally authorizes the City to acknowledge and agree to the terms and conditions of a Declaration of Public Parking Garage Covenants to be executed and recorded by the Developer against the Project Site. **This ordinance will further authorize the City to enter into a Memorandum of Understanding between the City, the Developer, and the property owners adjacent to the Project Site between N. High Street, Vine Street, N. Wall Street, and Spruce Street, 459 High Street Development LLC, Yankee Brothers LLC, Brewery Real Estate Partnership, and 473-479 North High LLC, (the “North High Group”) to collaborate and cooperate in (i) aesthetically redesigning the right-of-way to the rear of the North High Group properties and the right-of-way located to the south side of the North High Group properties and (ii) continuing to accommodate the North High Group’s trash and recycling services.**

**FISCAL IMPACT:** No funding is required for this legislation.

To authorize the Director of the Department of Development to enter into the First Amended and Restated Economic Development Agreement with the North Market Development Authority, Inc. and the NM Developer LLC for the purpose of amending and restating the parties’ understanding and agreements under the Economic Development Agreement dated September 11, 2019; to authorize the Director of the Department of Development to enter into a Cooperative Agreement with Columbus-Franklin County Finance Authority to finance: (i) public parking spaces in a new structured parking facility, (ii) an expansion of the existing North Market building including but not limited to interior tenant build-out, (iii) a new public atrium, patio, and plaza all in support of the North Market, and (iv) site remediation; ~~and~~ to authorize the Director of the Department of Development to acknowledge and agree to the terms and conditions of a Declaration of Public Parking Garage Covenants for the public parking spaces; **and to authorize the Director of the Department of Public Service to enter into a Memorandum of Understanding between the City, NM Developer LLC, 459 High Street Development LLC, Yankee Brothers LLC, Brewery Real Estate Partnership, and 473-479 North High LLC, the terms and conditions of which are to collaborate and cooperate on the streetscape design of the right-of-way surrounding their properties as well as their trash and recycling services.**

**WHEREAS,** the City owns Franklin County Tax ID Parcel No. 010-054645 (the “NMDA Parcel”), which it leases to the

North Market Development Authority, Inc. (“NMDA”) to operate a public market in a former warehouse (the “North Market”); and

**WHEREAS**, the City also owns the adjacent Franklin County Tax ID Parcel No. 010-307276 (the “Project Site”), which the City selected NM Developer LLC (the “Developer”) from a request for proposals to redevelop the Project Site with a now 32-story mixed use tower as well as certain public areas including 280 market and public parking spaces, and a combined approximately 19,000 square-foot expansion of the existing North Market building, including a public atrium, patio, and plaza (collectively, the “Project”); and

**WHEREAS**, pursuant to Ordinance No. 1993-2019 passed by City Council on July 22, 2019, the Director of the Department of Development (the “Director”) entered into the Economic Development Agreement dated September 11, 2019 (the “Original EDA”) with NMDA and the Developer; and

**WHEREAS**, as market conditions for the Project have changed significantly since entering into the Original EDA due to the COVID-19 pandemic and its subsequent economic impacts, the parties desire to amend and restate the Original EDA by entering into the First Amended and Restated Economic Development Agreement (the “Restated EDA”) with NMDA and the Developer; and

**WHEREAS**, the Developer has committed to the City for a period of ten (10) years to include a minimum of twenty percent (20%) of the residential units of the Project as mixed-income housing units split evenly to be made affordable to occupants with household incomes between eighty percent of area median income (80% AMI) and one hundred percent of area median income (100% AMI); and

**WHEREAS**, the NMDA, the Developer, and the City have further committed to forming a committee of their representatives to (i) advise and integrate certain public art by local artists into the Project, including but not limited to the public atrium, patio, and plaza as well as (ii) pursue obtainment of an Ohio Historical Marker or similar historical designation for the North Market; and

**WHEREAS**, the Developer and the NMDA shall use strong good faith efforts (i) to spend a minimum of 30% of the total value of available expenditures for the cost of the construction work on the Project with City or Franklin County certified eligible Minority Owned Business Enterprises and Women Owned Business Enterprises or other similarly certified (as approved by the City) consultants, contractors, subcontractors, and suppliers in addition to (ii) considering and evaluating firms from the City’s list of approved certified eligible firms for the delivery of services upon the completion of the Project; and

**WHEREAS**, the Developer will participate in the Columbus/Central Ohio Building and Construction Trade Council’s Building Futures Program during construction of the Project to equip members of underserved communities with life-skills and teach them basic construction skills in order to prepare them for a building trades apprenticeship; and

**WHEREAS**, the NMDA will commit to the availability of the North Market, its expansion area, the public atrium, and the public patio for use by local nonprofits at a commercially reasonable reduced market rate affordable to local nonprofits; and

**WHEREAS**, in order to effectuate certain provisions contained in the Restated EDA, the City also desires to enter into a Cooperative Agreement (the “Cooperative Agreement”) with the Columbus-Franklin County Finance Authority to finance certain public portions of the Project in support of the North Market and the public health, peace, property, safety, and welfare; and

**WHEREAS**, as also contemplated by the Restated EDA, the Director, on behalf of the City, will acknowledge and agree

to the terms and conditions of a Declaration of Public Parking Garage Covenants (the “Garage Declaration” and together with the Restated EDA and the Cooperative Agreement, the “Agreements”) to be recorded against the Project Site for the public parking spaces in the Project’s new structured parking facility; and

**WHEREAS, consistent with the Restated EDA, the City and the Developer agreed to work together with 459 High Street Development LLC, Yankee Brothers LLC, Brewery Real Estate Partnership, and 473-479 North High LLC, who are the property owners adjacent to the Project Site between N. High Street, Vine Street, N. Wall Street, and Spruce Street (collectively, the “North High Group”); and**

**WHEREAS, the Developer, the North High Group, and the City will enter into a Memorandum of Understanding, the terms and conditions of which are to collaborate and cooperate in (i) aesthetically redesigning the right-of-way to the rear of the North High Group properties and the right-of-way located to the south side of the North High Group properties and (ii) continuing to accommodate the North High Group’s trash and recycling services; and**

**WHEREAS, none of the steps taken herein to enter into the Agreements shall impact or otherwise limit City Council’s decisions and discretion regarding any other piece of legislation concerning those Agreements; NOW, THEREFORE,**

**BE IT ORDAINED by the Council of the City of Columbus:**

**SECTION 1.** City Council finds that entering into the Restated EDA by and between the City, the NMDA, and the Developer, in the form presently on file with the Department of Development, is in the City's best interest, which provides for, among other things, the financing and development of the Project Site in support of the North Market and commitments from the Developer and the NMDA to the benefit of the community.

**SECTION 2.** That in consideration of the above, the Director, or his or her authorized designee, on behalf of the City, is authorized to enter into the Restated EDA presently on file with the Department of Development, 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, provided that the approval of such changes and amendments thereto, and the character of those changes and amendments not being substantially adverse to the City, shall be evidenced conclusively by the execution and delivery thereof, that such changes are not inconsistent or adverse to the City.

**SECTION 3.** That in consideration of the above, the Director, or his or her authorized designee, on behalf of the City, is authorized to enter into the Cooperative Agreement with the Columbus-Franklin County Finance Authority presently on file with the Department of Development, 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, provided that the approval of such changes and amendments thereto, and the character of those changes and amendments not being substantially adverse to the City, shall be evidenced conclusively by the execution and delivery thereof, that such changes are not inconsistent or adverse to the City.

**SECTION 4.** That in consideration of the above, the Director, or his or her authorized designee, on behalf of the City, is authorized to acknowledge and agree to the terms and conditions of the Garage Declaration presently on file with the Department of Development, 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, provided that the approval of such changes and amendments thereto, and the character of those changes and amendments not being substantially adverse to the City, shall be evidenced conclusively by the execution and delivery thereof, that such changes are not inconsistent or adverse to the City.

**SECTION 5.** That in consideration of the above, the Director of the Department of Public Service, or his or her authorized designee, on behalf of the City, is hereby authorized to acknowledge and agree to the terms and conditions of and enter into the Memorandum of Understanding between NM Developer LLC, the North High

**Group, and the City presently on file with the Department of Public Service, along with any subsequent modifications or amendments thereto not inconsistent with this Ordinance and not substantially adverse to the City upon approval by the Director of the Department of Public Service, or his or her authorized designee, and approved as to form by the City Attorney, provided that the approval of such modifications and amendments thereto, and the character of those modifications and amendments are not inconsistent with this Ordinance and not substantially adverse to the City.**

**SECTION 56.** That this ordinance shall take effect and be in force from and after the earliest period allowed by law.