



Legislation Text

File #: 1492-2021, **Version:** 1

This ordinance authorizes the City to amend a Development Agreement with Franklin County (“County”), Confluence Community Authority (“Authority”), Crew SC Development Company, LLC (“DeveloperCo”), and Crew SC Stadium Company, LLC (“StadCo”), collectively, the “Parties,” dated July 3, 2019, and subsequent First Amendment to Development Agreement dated December 19, 2019 (collectively, the “Agreement”). The Agreement outlines certain mutual commitments of the Parties related to the financing, development, construction, operation, and occupancy of a new multi-purpose sports, entertainment, cultural and recreational facility (“Stadium”), the redevelopment of the MAPFRE Stadium site into a practice facility and training complex for Columbus Crew SC (“Crew”) and a community sports campus that will include a community recreation facility and playing fields (“Community Sports Park”), and the development of a project containing mixed-use retail, entertainment, residential, hospitality, office and/or commercial uses (“Mixed-Use Development”) adjacent to the Stadium (collectively, the “Project.”)

The First Amendment to Development Agreement joined the Authority and DeveloperCo as parties to the Agreement, and assigned all of the rights and obligations of StadCo under the Agreement to DeveloperCo.

The Second Amendment to the Development Agreement (“Second Amendment”) will amend the Agreement to memorialize DeveloperCo’s Workforce Housing commitment. As part of the Mixed-Use Development known as Astor Park (formerly Confluence Village), DeveloperCo commits to making ten percent of the residential units affordable to households earning 80% of the Area Median Income (AMI) and an additional ten percent affordable to households earning 100% of the Area Median Income (AMI). The Second Amendment will also memorialize the City’s commitments related to the public infrastructure project within Astor Park as well as certain modifications thereto, the timing and funding of the Community Sports Park, and certain commitments related to the Astor Park public parking garage.

The Director of the Development Department, Director of Public Service, and Director of Finance and Management will be authorized to execute and approve such other agreements and instruments and to take all actions necessary to implement this ordinance and the transactions contemplated by the Agreement.

To authorize the Development Director to execute a Second Amendment to a Development Agreement with Franklin County, Confluence Community Authority, Crew SC Development Company, LLC and Crew SC Stadium Company, LLC, for the purposes of memorializing commitments relating to Workforce Housing, completion of modifications to public infrastructure improvements, the redevelopment of the MAPFRE Stadium site into a Community Sports Park, certain commitments related to the Astor Park public parking garage, and the financial commitments for all parties involved; to authorize the Directors of the Departments of Development, Public Service, and Finance and Management to execute and approve such other agreements and instruments contemplated by the Second Amendment; and to declare an emergency.

WHEREAS, the City, Franklin County, Confluence Community Authority, Crew SC Development Company, LLC (“DeveloperCo”), and Crew SC Stadium Company, LLC (“StadCo”) (collectively, the “Parties”) executed a Development Agreement dated July 3, 2019, as authorized by Ordinance No. 1730-2019, approved by Council on July 1, 2019, outlining certain mutual commitments of the Parties related to the financing, development, construction, operation, and occupancy of a new Stadium, the redevelopment of the MAPFRE Stadium site into a Community Sports Park, and the development of a mixed-use development containing retail, entertainment, residential, hospitality, office and/or commercial uses adjacent to the Stadium (“Mixed-Use Development”), collectively the “Project”; and

WHEREAS, the Parties executed the First Amendment to Development Agreement dated December 19, 2019, as authorized by Ordinance No. 1730-2019, approved by Council on July 1, 2019, for the purpose of joining the Confluence Community Authority and DeveloperCo as parties to the Agreement, assigning the rights and obligations of StadCo to DeveloperCo, and delegating the rights and responsibilities related to certain commitments to appropriate affiliate entities; and

WHEREAS, the Parties will execute a Second Amendment to Development Agreement to memorialize, among other items, commitments relating to Workforce Housing, the completion of modifications to public infrastructure improvements, the timing and funding of the Community Sports Park development, and certain commitments related to the Astor Park public parking garage; and

WHEREAS, as part of the Mixed-Use Development known as Astor Park (formerly Confluence Village), DeveloperCo commits to making ten percent of the residential units affordable to households earning 80% of the Area Median Income (AMI) and an additional ten percent to households earning 100% of the Area Median Income (AMI); and

WHEREAS, at the request of DeveloperCo., the City has undertaken modifications to the public infrastructure improvements that will enhance the Astor Park development; and

WHEREAS, the City and DeveloperCo are making certain commitments related to the Astor Park public parking garage related to environmental remediation, construction, and maintenance and operations; and

WHEREAS, the Parties have determined that it is in the best interest of the residents of the City and Franklin County, as well as the Crew, to enter into said Second Amendment to Development Agreement outlining the obligations of all Parties as it relates to the Project, for the benefit of the greater Columbus metropolitan area and the State of Ohio; 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 a Second Amendment to Development Agreement in order for the Parties to meet their commitments and for the redevelopment of the sites to create new job opportunities, workforce housing, and for the preservation of the public health, peace, property, and safety; **NOW, THEREFORE**,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:

SECTION 1. That the Development Director is hereby authorized to enter into a Second Amendment to Development Agreement with Franklin County, Confluence Community Authority, Crew SC Development Company, LLC and Crew SC Stadium Company, LLC, presently on file with the Director 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 by the Director, and the character of those changes and amendments as not being substantially adverse to the City, shall be evidenced conclusively by the Director's execution and delivery thereof, for the purposes of memorializing commitments to Workforce Housing, the completion of public infrastructure improvement modifications, the timing and funding of the Community Sports Park, and certain commitments related to the Astor Park public parking garage.

SECTION 2. That the Director of the Department of Development, the Director of Public Service, and the Director of Finance and Management are authorized to execute and approve such other agreements and instruments contemplated by the Second Amendment, as approved by the City Attorney's Office, including, but not limited to, the following:

- a) That the Director of the Department of Development is authorized to execute and approve a Housing Development Agreement (attached as Exhibit A to the Second Amendment) with Confluence Development, LLC (an affiliate of Crew SC Development Company, LLC), presently on file with the Director 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 by the Director, and the character of those changes and amendments as not being substantially adverse to the City, shall be evidenced conclusively by the Director's execution and delivery thereof, wherein, as part of the Mixed-Use Development known as Astor Park, ten percent of the residential units will be affordable to households earning 80% of the Area Median Income (AMI) and an additional ten percent will be affordable to households earning 100% of the Area Median Income (AMI).

b) That the Director of Public Service is authorized to execute and approve a Contribution Agreement (attached as Exhibit D to the Second Amendment) with Crew SC Development Company, LLC, presently on file with the Director 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 by the Director, and the character of those changes and amendments as not being substantially adverse to the City, shall be evidenced conclusively by the Director's execution and delivery thereof, to memorialize mutual commitments related to the completion and funding of public infrastructure improvement modifications.

c) That the Director of Finance and Management and/or Director of Public Service is authorized to execute and approve a Parking Facility Agreement (attached as Exhibit B to the Agreement) with Crew SC Stadium Company, LLC, presently on file with the Director 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 by the Director, and the character of those changes and amendments as not being substantially adverse to the City, shall be evidenced conclusively by the Director's execution and delivery thereof, to memorialize mutual commitments related to a public parking facility in Astor Park.

d) That the Director of Finance and Management is authorized to execute and approve a Reciprocal Easement Agreement(s) and a Right of First Offer with Confluence Development, LLC, presently on file with the Director 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 by the Director, and the character of those changes and amendments as not being substantially adverse to the City, shall be evidenced conclusively by the Director's execution and delivery thereof, to memorialize mutual commitments related to easements necessary to building, operating and maintaining the public parking garage, public improvements and private improvements.

SECTION 3. 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 its passage and approval by the Mayor, or ten days after passage if the Mayor neither approves nor vetoes the same.