

MEMORANDUM OF UNDERSTANDING

Between Peerless and
Weinland Park Community Civic Association
Regarding Redevelopment of 50-66 E. 7th Ave, Columbus, Ohio

This Memorandum of Understanding (“MOU”) is entered into on the ___ day of _____, 2021 by and between the Weinland Park Community Civic Association, a civic association composed of residents in the Weinland Park neighborhood and recognized by the City of Columbus, Ohio to represent the Weinland Park neighborhood (“WPCCA”), and 50-60 E. 7TH, LLC, an Illinois Limited Liability Company, along with Peerless Development, LLC and its affiliates, Elmhurst, IL (“Peerless”), collectively “the Parties” for the purpose of establishing and achieving specific goals related to the development and operation of the real property located at 50-66 E. 7th Ave. in Columbus, Ohio 43201, as set forth in *Exhibit “A”* (the “Property”).

WHEREAS, Peerless has filed an application with the City of Columbus to redevelop the Property and has requested zoning variances in the document titled “List of zoning variances requested”, as presented to the University Area Commission Zoning Committee on June 7, 2021, attached hereto and made a part hereof as *Exhibit “B”*;

WHEREAS, Peerless and WPCCA share a common desire to (1) ensure that Peerless’ development of the Property will contribute to encouraging/promoting a peaceful, clean, pedestrian friendly, safe, and attractive neighborhood with a high quality of life for all residents of the neighborhood; (2) ensure that the redevelopment and operation of the Property can benefit MBE (minority business enterprises) and DBE (disadvantaged business enterprises), utilize practices to help create employment for minorities in the Columbus community; (3) share open and honest communication; and (4) help each other address concerns and solve problems.

NOW THEREFORE, the Parties understand that this MOU is an agreement between the Parties that Peerless’ development of the Property and WPCCA’s support of the development of the Property will be in accordance with the following promises:

- I. **Zoning Variances:** WPCCA commits to supporting the zoning variances, as listed in Exhibit B, for the Property. Support includes writing a letter to the University Impact District Review Board (UIDRB), University Area Commission (UAC), and Columbus City Council as well as providing testimony in favor of the project at the zoning hearings. **Design:** In the event that WPCCA has given their approval of the design for the Property as a result of the reviews described in Section VI of this MOU, WPCCA commits to support the design for the Property at the UIDRB design review hearings.
- II. **Building Massing:** Peerless commits to a building envelope that generally conforms with the building massing contained in the document titled “Building Massing”, as presented to the University Area Commission Zoning Committee on June 7, 2021, and as set forth on *Exhibit C*.

- III. **Building Height and Stepbacks:** Peerless commits that the new building to be constructed on the Property shall not exceed 70' in height, and shall have step backs from the west, north and east generally as delineated in the document titled Building Massing, as presented to the University Area Commission Zoning Committee on June 7, 2021, and as set forth on *Exhibit C*.
- IV. **Building Setback:** Peerless commits that the building placed on the Property shall be set back from the alley on the north by approximately ten (10) feet, but in no event less than nine (9) feet (the minimum width required for parking).
- V. **Communication, Cooperation and Collaboration:** Peerless will consult with and work collaboratively with WPCCA:
 - a. in preparation of its schematic design, design development, and construction documents. Peerless will communicate with WPCCA regularly as necessary to collaborate with WPCCA during the progress of the design, but in no event less frequently than monthly.
 - b. as necessary to notify and collaborate with WPCCA in providing construction schedules and descriptions of construction activities during the progress of the development WPCCA can make suggestions to reduce impact on the neighborhood and help keep the neighborhood informed, but in no event less frequently than monthly.
- VI. **Design:** Peerless commits to the following design-related points for the development of the Property, and shall give WPCCA the time and opportunity to review and provide input, with the understanding that the UIDRB has final approval over exterior design:
 - a. WPCCA shall have reasonable time and opportunity to provide input on design-related items such as **exterior façade materials, colors, exterior articulation**, etc. when the design is further developed by Peerless.
 - b. Peerless shall include in the project design and construction **lighting cut-offs and/or screening** to prevent light pollution from the building/parking garage. WPCCA shall have the reasonable time and opportunity to review and approve the proposed solution.
 - c. Peerless shall meet with the City to determine which **alley Right-of-Way improvements** will become part of Peerless' project. Peerless will include in its construction plans the improvements required by the City.
 - d. Peerless shall explore with the City of Columbus the **possibility of adding a crosswalk across E. 7th Ave.** connecting, approximately, Peerless' property and the entry for the Kroger property.
 - e. Peerless shall seek input from and seek to coordinate with Seventh Ave. Community Missionary Baptist Church regarding the revised **grading and landscape along Peerless' west property line** and in the space between the church's east façade and the proposed west façade of Peerless' new building.
 - f. WPCCA shall be given reasonable time and opportunity to provide input on **the building's street frontage, streetscape and landscape plans to ensure they facilitate a positive, pedestrian-oriented streetscape experience, neighborhood walkability**, etc.

- i. As part of the streetscape design process, Peerless will explore the possibility of including **street trees in a “tree lawn”** between the sidewalk and the north curb line of E. 7th Ave.
- ii. As part of the street frontage building design, Peerless will investigate other projects built or being built in the area that have **units with street entrances** along E. 7th Ave. and also have rear access from the building interior (security issues to be explored).
- g. Peerless shall design its project within the grade change that slopes downward to the west along E. 7th Ave. so that the **parking under the building will be partially underground.**
- h. Peerless shall implement measures during construction to **protect existing healthy trees that can reasonably be preserved on the property.**

VII. **MBE / DBE Participation in Construction:** Peerless will work with WPCCA and the City of Columbus on MBE/DBE participation. The parties will reach an agreement on the process for MBE/DBE participation not later than August 31, 2021. Peerless commits to including in its general contractor selection process:

- a. Preference for general contractors that demonstrate a track record of successful diversity, equity and inclusion programs;
- b. A requirement for general contractors that commit to subcontracting practices that are proactive in identifying and contracting with MBE/DBE companies;
- c. A requirement for general contractors that commit to hiring practices that are proactive in recruiting employees from Columbus’ minority communities.

VIII. **Building Services:** Peerless commits to the following building service-related points for the Property:

- a. **Emergency Generators:** Generators will be fully screened from view. Any regularly scheduled test runs for generators will be scheduled between 8 AM and 5 PM on weekdays.
- b. **Trash:** All trash (trash chutes, dumpsters, and trash-staging area) shall be within the building envelope.
 - i. To the extent that Peerless is able to contract with a refuse service that will move trash bins in and out of the building, trash pickup shall occur in such a manner so that the refuse company moves the bins out of the trash staging area for pickup and then immediately returns the bins to the trash staging area. Regardless, all trash bins / dumpsters shall be promptly moved back into the building after trash pickup occurs.
 - ii. In no event will Peerless’ trash receptacles / dumpsters be left in the alley.
 - iii. Trash spillage into the alley caused by Peerless, its tenants or its refuse pick up service will be promptly cleaned up or caused to be cleaned up by Peerless’ building management.
 - iv. Peerless shall ensure that its lease agreements contain, and Peerless shall enforce, the following provision regarding waste disposal, “Tenant shall store all its trash and garbage in containers within its Premises. Tenant shall not place in any trash box or receptacle any material that cannot be disposed of in the ordinary and customary manner of trash and garbage

disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.”

- c. **Alley cleanliness:** Peerless and WPCCA will work collaboratively to help keep the alley clean by each promptly reporting to the City’s 311 Action Line at <https://311.columbus.gov> or (614)645-3111, any observed illegal dumping and/or trash in the alley that is not a result of Peerless’ refuse removal service.
- d. **Loading / Unloading:** Peerless will establish operational protocols for loading and unloading at the building for all deliveries to the building and seek to minimize blockage of the alley by delivery vehicles at Peerless’ building.

IX. Building Operations:

- a. The parties will reach an agreement on the process for **MBE/DBE participation in building operations not later than December 1, 2022**. Peerless agrees to include in its selection criteria for building management services:
 - i. Preference for building management companies that demonstrate a track record of successful diversity, equity and inclusion programs;
 - ii. A requirement for building management companies that will commit to subcontracting practices that are proactive in identifying and contracting with MBE/DBE companies;
 - iii. A requirement for building management companies that will commit to hiring practices that are proactive in recruiting employees from Columbus’ minority communities.
- b. **On-street parking:** Peerless shall include in its leases a notice that tenants of the building are not eligible for on-street residential parking permits, and that tenants’ guests can park in the pay-by-the-hour parking only during certain hours as posted by the City. No overnight on-street parking by tenants or tenants’ guests is allowed per current City regulations. Peerless shall include this information in the building rules and regulations, to be posted prominently in the building and to periodically provide reminders of these requirements to its tenants.
- c. **Peerless shall not seek or support any policy change with the City regarding on-street parking policies** that would allow its building tenants and tenants’ guests to become eligible for on-street residential parking permits.
- d. **Existing on-street parking on E. 7th Ave.** Peerless anticipates that by removing the existing curb cut on E. 7th Ave., one or two additional on-street parking spaces could be added by the City on the north side of E. 7th Ave. Peerless will work to encourage the City to add such on-street parking and to maintain the existing on-street handicap parking spaces in front of the Church.
- e. **Alley parking:** Peerless agrees to regularly monitor and actively tow cars as required, should such cars be parked without permission, in the parking spaces it plans to provide on its property adjacent to the alley in order to ensure that access is maintained for trash pickup and other building services. Peerless and WPPCA agree to work cooperatively to contact the City of Columbus non-emergency line (614-645-4545) should there be a need to tow cars illegally parked in the alley that are blocking the alley and/or preventing access to Peerless’ building or other neighboring properties.

- f. Peerless agrees to join the **neighborhood parking working group** that includes WPCCA and The Uncommon. The Church, Kroger and the Columbus Metropolitan Library—Northside will also be invited to join this working group by WPCCA.
- g. Peerless agrees to include in its **regular communications to its tenants the opportunities for engagement in Church programs, services, and volunteer activities**. A designee of the Church will be invited to send listings of these opportunities to Peerless' building manager on a monthly basis for inclusion in Peerless' tenant communications. In addition the Church's designee may make Peerless' building manager aware of additional opportunities that arise between the conveyance of the monthly activities calendar and Peerless' building manager will update their tenant communications with the additional information from the Church.
- h. **Pets**: Peerless shall include in its leases reference to building rules and regulations that require tenants to pick up after their pets and to prominently post signage that includes the building rules and regulations. Peerless agrees to install near the main exit from the building at least one pet waste bag dispenser, keep it regularly stocked with pet waste bags.
- i. Peerless shall include in its building rules and regulations **amplified sound on the balconies** must be in compliance with the City of Columbus noise ordinances with regard to allowable times and sound levels.
- j. **Peerless shall make available its Building Management contact** name, email, cell phone number available to a designated WPCCA representative to communicate and resolve concerns in a timely manner.
- k. Peerless shall meet or exceed the following **response & remedy times for complaints**:
 - i. noise complaints: 1 hr. response; 2 hr. resolution
 - ii. trash or other concerns: 12 hr. response; 24 hr. resolution

X. Gentrification, displacement & existing tenants:

- a. Peerless shall provide **communications to existing tenants** in the existing buildings on the property 90 days in advance of work starting on-site so they have sufficient opportunity to find new housing.
- b. Peerless shall provide **relocation assistance** to long term tenants (3 years or longer) in the existing buildings as of 5/31/2022 plus up to \$500 for each such tenant for the application fees for new rental housing.
- c. If determined to be permissible by law and the regulations governing the project funding, Peerless shall provide **priority access for existing building tenants** who wish to return to the new building as well as to any Weinland Park residents for the **affordable rent apartments** to be included in the project under the agreement with the City of Columbus. (Per City requirement: 10% of the apartments to have rents affordable at 80% AMI; 10% of the apartments to have rents affordable at 100% AMI). Peerless will determine whether this provision is permissible not later than 12/31/2021.