

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is an agreement between the City of Columbus (“City”) and American Community Developers (“ACD”). This MOU was entered into on _____, 2022. The facts leading to this agreement are as follows:

1. ACD owns a large multifamily apartment complex known as Wedgewood Village Apartments (“Wedgewood”) on the west side of the City.
2. The level of criminal activity, and specifically violent criminal activity, in and around Wedgewood is of significant concern to both the City and ACD (collectively “the Parties”).
3. The Parties have engaged in extensive discussions for development of a comprehensive safety plan for Wedgewood.
4. The Parties agree that capital improvements to Wedgewood are an integral part of this safety plan.
5. The City supports these capital improvements insomuch as they’re accompanied by implementation of a comprehensive safety plan that incorporates both capital expenditures and ongoing operational activities.
6. While this MOU is not a complete description of a comprehensive safety plan, it contains several essential elements of the plan.

The terms of the agreement are as follows:

Capital Expenditures

7. **Security Cameras.** ACD will install security cameras at Wedgewood consistent with the recommendations contained in the attached letter from Columbus Police Officer Chris Riley.
8. **Special Duty Cruiser.** ACD will purchase a dedicated police cruiser for its special duty police officers for a total price of seventy-five thousand dollars (\$75,000.00). A sample of the agreement necessary for this purchase is attached.
9. **Perimeter Fencing.** ACD will install fencing around the entire perimeter of Wedgewood as follows:
 - a. The perimeter to be fenced includes the northern portion of Wedgewood where several residential buildings have been demolished.
 - b. The portions of newly-installed fencing facing Eakin and Briggs Roads will be decorative aluminum wrought-iron style or similar.
 - c. ACD will consult with the City on specific locations along the perimeter fencing that need enhanced safety features to minimize opportunity for criminal activity.
10. **Dumpsters.** ACD will install five (5) additional dumpsters throughout the site. ACD will consult with the City on optimum placement of said dumpsters.
11. **Soccer Field.** The Parties are currently assessing the feasibility of installing a soccer field on the northern portion of the property for the use of Wedgewood residents and MY Project USA, which operates the Hilltop Tigers community soccer program. ACD agrees to enter into use agreement with MY Project USA necessary to facilitate the project.
12. **Sale or Vacation of Wedgewood Drive.** The parties are currently assessing the feasibility of transferring, or vacating, portions of Wedgewood Drive to ACD. The Parties agree to cooperate in any and all steps necessary to conduct this assessment.

Operations

13. **Safety and Security Operations.**

- a. **Special Duty.** ACD will maintain Columbus Police special duty staffing as appropriate. The Parties will conduct regular evaluations of necessary staffing.
- b. **Private security.** ACD will maintain private security staffing as appropriate. The Parties shall conduct regular evaluations of necessary staffing.
- c. **Trespass enforcement.** ACD will resume trespass enforcement at Wedgewood as follows:
 - i. Implement written policies for its tenants, employees, private security guards and special duty officers for trespass enforcement.
 - ii. Maintain rent rolls of all lawful tenants and occupants of Wedgewood and make said rent rolls available to the City to the extent permissible by law.
 - iii. Create and maintain a “notice of trespass form” that formally notifies persons that they have been prohibited from Wedgewood.
 - iv. Maintain a list of persons who have been prohibited from Wedgewood and make said list available to the City.

14. **General Refuse Collection.** ACD will facilitate general refuse collection as follows:

- a. **Private Refuse Collection.** ACD will continue to contract with a commercial waste hauler for weekly pickup of all non-bulk dumpsters. ACD will provide contact information for its commercial waste hauler to City Refuse so collection days can be coordinated and records of collection can be provided.
- b. **Tenant Education.** ACD will provide all tenants will information materials provided to ACD by the City regarding proper methods of refuse disposal.

- c. **Daily removal of solid waste throughout site.** ACD will inspect interiors and exteriors of all buildings, and entire grounds of Wedgewood, on a daily basis. Any and all refuse and solid waste shall be collected and deposited in appropriate dumpsters.
- d. **Weekly prepping of collection sites.** In addition to above, ACD will prep all refuse collection sites prior to weekly collection by the Columbus Division of Refuse. Preparation includes clearing all items from the perimeter of all dumpsters, towing any vehicles blocking access to dumpsters, and removing all improper bulk items from dumpsters.

15. **Bulk Refuse Collection.** ACD will maintain a contract with a commercial waste hauler for private bulk refuse collection as follows:

- a. Collection and disposal of any bulk items resulting from setouts or evictions.
- b. Collection and disposal of any bulk items abandoned by tenants or residents.
- c. Complete removal of any and all items at Wedgewood's bulk collection site at least once every week.
- d. The City of Columbus will continue to respond to 311 requests for bulk refuse pick-up.

16. **Illegal Dumping Enforcement.** ACD will enforce illegal dumping as follows:

- a. ACD will install signage warning of illegal dumping enforcement at locations to be recommended by City Refuse.
- b. ACD will install cameras at locations to be recommended by City Refuse.

17. **Community/Resident Engagement Plan.** The Parties agree to cooperate in any and all steps necessary to implement programming and activities for Wedgewood residents.

18. **Monthly Meetings.** The Parties shall hold monthly onsite meetings at Wedgewood to ensure the implementation of their comprehensive safety plan.

19. **City of Columbus Financing.** While it cannot offer a commitment at this time, the City will endeavor to provide subordinate financing to assist in the financing of the capital improvements required herein.

20. **Effective Date:** This agreement shall become effective upon the closings of the contemplated refinancing and recapitalization transactions involving OHFA, which is facilitating the allocation of tax-exempt bonds and Low-income Housing Tax Credits to the project, and HUD, which is providing new mortgage loan financing to the project. Should the contemplated refinancing and recapitalization transactions involving OHFA and HUD fail to close for any reason, both Parties are released from all obligations described in this agreement.

THIS MEMORANDUM OF UNDERSTANDING IS AGREED TO BY THE FOLLOWING PARTIES:

Gerald A. Krueger
President of American Community Developers, Inc.

Name, Title
City of Columbus