

City of Philadelphia



(Bill No. 060901-A)

AN ORDINANCE

To amend the Philadelphia Zoning Maps by changing the zoning designations of certain areas of land located within an area bounded by Girard Avenue, Pennsylvania Avenue, 32nd Street, a Railroad Right-of-Way, Oxford Street, and 30th Street.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. Pursuant to Section 14-103 of The Philadelphia Code, The Philadelphia Zoning Maps are hereby amended by changing the zoning designations of certain areas of land within an area bounded by Girard Avenue, Pennsylvania Avenue, 32nd Street, a Railroad Right-of-Way, Oxford Street, and 30th Street from the existing zoning designations indicated on Map "A" set forth below to the zoning designations indicated on Map "B" set forth below.

SECTION 2. Pursuant to Section 14-217(3)(A) of The Philadelphia Code, the Master Plan Narrative and Illustrative Site Plan attached hereto as Exhibit "A," having been reviewed by the City Planning Commission, is here by approved by the Council for the district depicted therein. The Chief Clerk shall keep on file for public inspection a copy of said Exhibit "A."

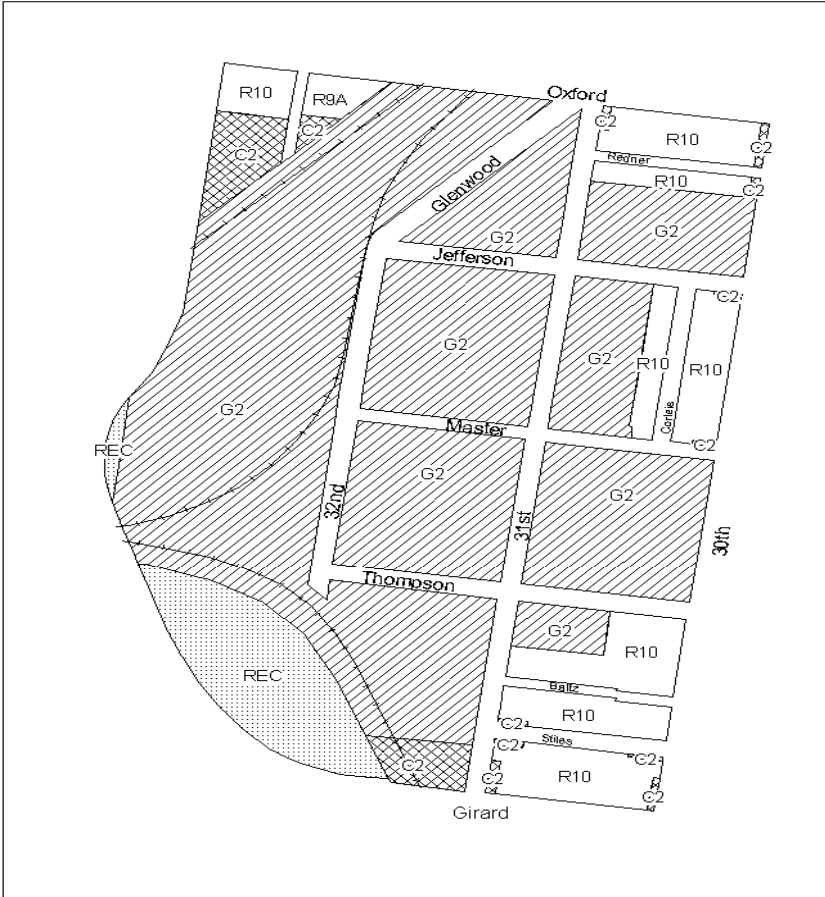
SECTION 3. This Ordinance to become effective immediately.

City of Philadelphia





Bill No. 060901-A continued

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MAP A - EXISTING ZONING



Legend

-  Commercial
-  Industrial
-  Residential
-  Residential
-  Recreational

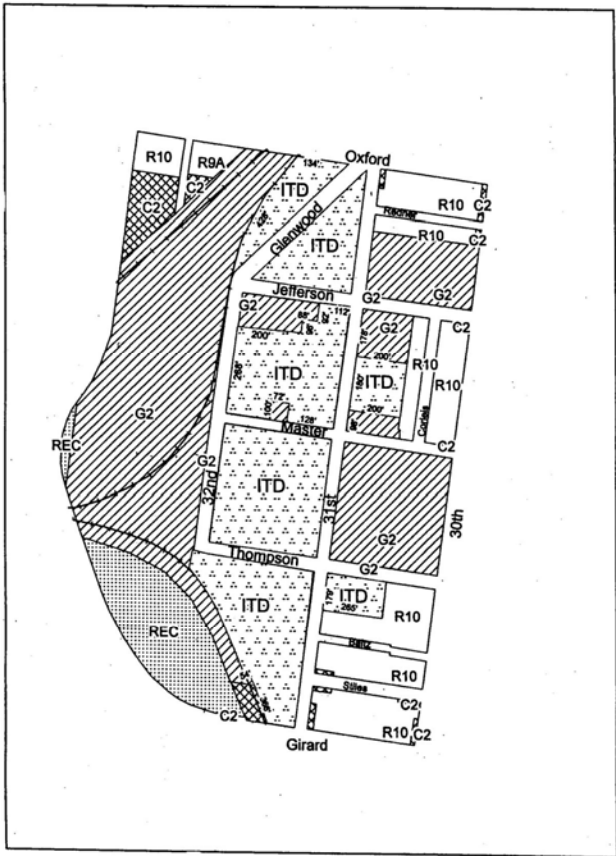


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


Bill No. 060901-A continued

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MAP B - PROPOSED ZONING



Legend

-  Industrial Transformation District
-  Commercial
-  Industrial
-  Residential, 9A
-  Residential, 10
-  Recreational



City of Philadelphia

Bill No. 060901-A continued

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EXHIBIT "A"

Brewerytown Master Plan Narrative

The proposed Industrial Transformation District ("ITD") is a former industrial site located adjacent to Fairmount Park in the city's Brewerytown neighborhood. The site is positioned along 31st Street, between Girard Avenue and Oxford Street, and is approximately 709,500 SF (16 acres) in size. Commercial buildings, residential buildings and accessory parking are proposed for the site. The residential units will consist of duplex, multi-family and residential over retail units, both 'for sale' and rental.

A total of 595 units are proposed for the ITD; 484 'for sale' units and 111 rental units. Of the 'for sale' units, approximately 302 stacked townhouses (duplexes), 120 condo units and 62 residential over retail condo units are proposed. The heights of the stacked townhouses will not exceed 4 stories or 50 feet. The remaining units will be provided in mid-rise buildings. New buildings in the district will not exceed 6 stories or 65 feet in height. Parking for the development will consist of individual in-house garage parking for the stacked townhouses and either open-air parking lots or structured parking below the building for condo and rental units. Surface or structured parking will be provided for the retail use.

Parking for the proposed development shall be provided in compliance with the ITD requirements. A total of 722 parking spaces are proposed. All residential units will have one dedicated off-street parking space for the first two bedrooms and one space for each additional two bedrooms. The retail use will have a minimum of 1 space for every 3,000 SF of retail floor area. One loading dock is proposed for the retail use.

The proposed development shall also meet all area requirements for the ITD, including minimum lot area, open area, occupied area, maximum gross floor area (GFA) and setback requirements. Minimum lot area in the ITD district shall be 2 acres. Open area, including open area above ground level, shall be a minimum of 25% of the total site area. Maximum occupied area shall not exceed 80% of the total site area, and the Gross Floor Area shall not exceed 250%.

In residential areas, signage at the site shall be limited to direction signs and signs identifying buildings, streets and the development as a whole. A monument sign not to exceed 48 square feet per side shall be located at the entry to the ITD. Monument signs of the same size are permitted for each building in the district excluding stacked townhouses. Commercial signage shall conform to the requirements of the C-2 Commercial district, 14-303(8).

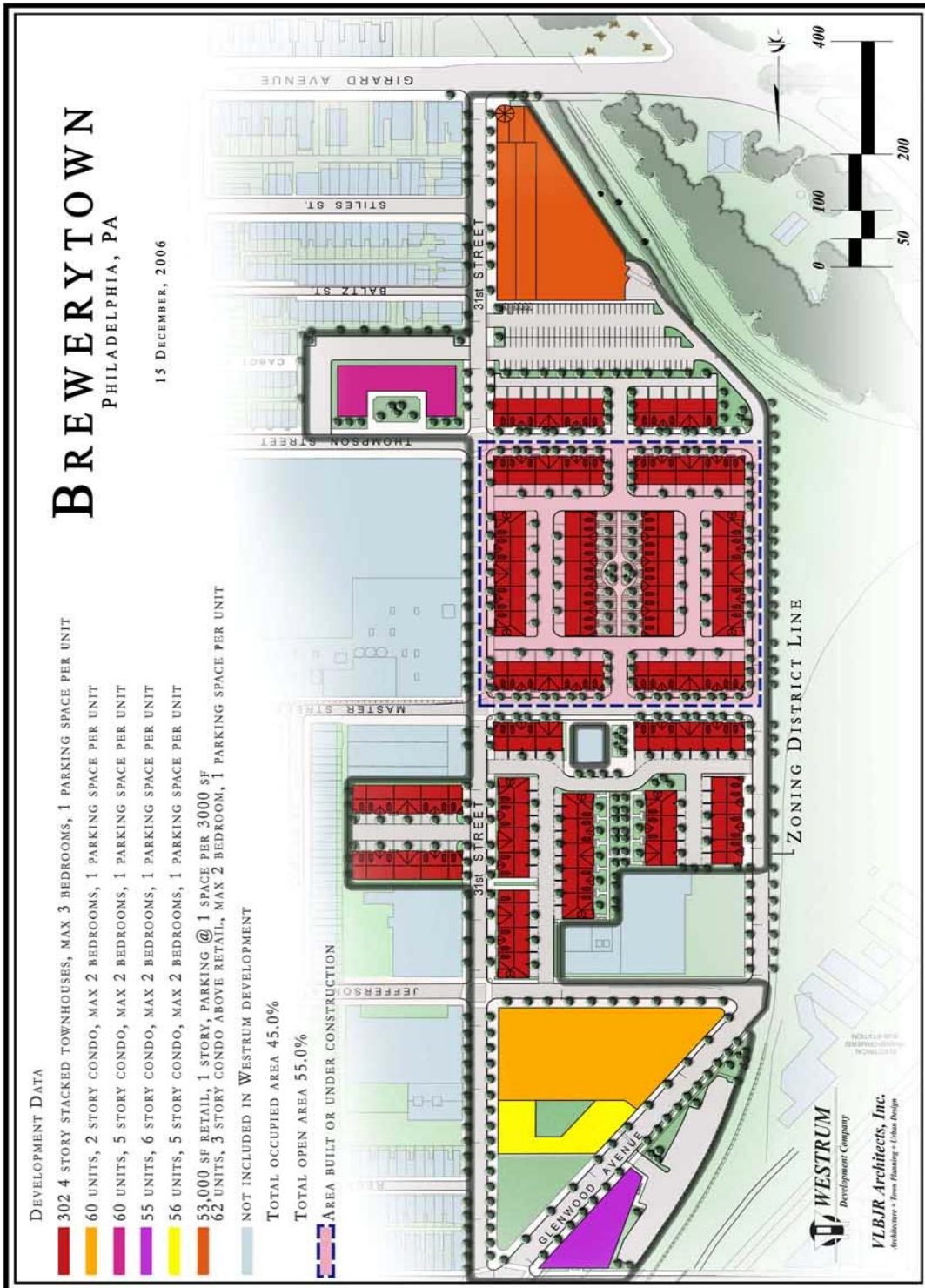
In compliance with the district's public benefit requirement, the developer agrees to use its best efforts to locate desirable commercial uses including, if economically feasible, a supermarket within the district. The developer additionally agrees to provide support and financial assistance to local community organizations and to include public recreational space within the district boundaries. (*Memorandum Of Understanding is attached herewith*).

Conceptual plans for the proposed development, showing proposed uses and the configuration of such uses, are submitted with this narrative.

City of Philadelphia

Bill No. 060901-A continued

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370 Commerce Drive, Suite 100
Fort Washington, PA 19034

August 18, 2006

Mr. A. Azim Muhammad
Brewerytown Community Development Corporation
3000 West Master Street
Philadelphia, PA 19130

Re: Memorandum of Understanding relating to Westrum's current and future development efforts within Brewerytown

Dear Azim:

The following summarizes the general understanding reached between Westrum BT2, L.P. and its related Brewerytown entities ("Westrum") and the Brewerytown Community Development Corporation ("BCDC") BCDC and Westrum shall be known collectively herein as the "Parties") regarding Westrum's development efforts within the Brewerytown community. Westrum's development efforts at this time are currently limited to the area generally bounded by Oxford Street, Girard Avenue, North 32nd Street and North 30th Street ("Project Area"). A conceptual Master Plan for the entire Project Area has been prepared and is attached hereto. Although final development plans have not been prepared for the entire Project Area, Westrum's overall plan concept (the "Master Plan") includes building and/or rehabbing approximately 600-700 new residential units, an affordable housing component, a mixed-use site possibly consisting of a supermarket, other commercial properties and, possibly, second story condominiums above the commercial space, (collectively the "Project"). The first phase of the Project consists of Brewerytown Square (currently under construction), which is located at 31st and Thompson Streets and will consist of 144 new market rate stacked townhomes with attached garages.

1. **BCDC SUPPORT:** BCDC, subject to its bylaws and internal governance processes, has reviewed Westrum's Master Plan pertaining to the Brewerytown community and has provided Westrum the opportunities to respond to the concerns of the Brewerytown community in local community based forums. BCDC has facilitated an environment for discussion regarding Westrum's Master Plan. As a result of such forums and BCDC's internal governance process, BCDC unconditionally supports Westrum's Master Plan for the purpose of any municipal approvals process (including, but not limited to approvals by the Zoning Board of Adjustment, Planning Commission, City Council and the Redevelopment Authority) and any related legal proceedings and will demonstrate such with written evidence (letters, etc.) as requested by either Westrum or a government agency. Notwithstanding the preceding sentence, BCDC reserves the right, in its sole discretion, to support or oppose any future substantial changes to the Westrum Master Plan pertaining to the Brewerytown community.

2. **“GOOD NEIGHBOR”**: Westrum shall act as a “good neighbor” during its entire tenure as owner and developer of the Project. Westrum commits to physically maintain all Westrum owned or controlled properties within the Project Area in a clean and safe manner for the duration of the Project.

3. **WESTRUM SUPPORT**: Westrum is committed to supporting and promoting the Brewerytown community and to that end will continue to support the efforts and programs organized by local community-based organizations, including the BCDC, that benefit the residents of the local community, including but not limited to serving as a sponsor for the BCDC’s annual community festival - organized for the purpose of promoting and improving community relations among the existing and new residents of Brewerytown. Westrum and BCDC shall form a sub-committee to periodically review and determine the events and/or programs to be funded through its New Neighbor Support (hereinafter defined). Westrum’s financial support will be subject to the limits as described in Section 8 below. Westrum intends to support the following:

Westrum Financial Support to BCDC

Westrum agrees to provide funding and support for BCDC in the amount of One Thousand Dollars (\$1,000) for each market rate Westrum house settled as part of the Brewerytown Master Plan after the execution date of this Agreement for the duration of the Project in all of its phases (“New Neighbor Support”) subject to the settlement credit described in the following paragraph. The Parties agree that the support supplied to the Computer Center (described below) by Westrum shall be included as a part of New Neighbor Support. Westrum agrees to submit payment to BCDC for New Neighbor Support no later than one week from the date of settlement. Upon request by BCDC, Westrum shall promptly submit a schedule of all closings completed for the Project. For any rental component of Westrum’s site, Westrum shall pay a one time payment of \$1,000 at the time of occupancy of each unit..

Westrum Financial Support to the Community Learning Center

Westrum agrees to support the Brewerytown Community Computer Learning Center (“Computer Center”) through the purchase or donated monetary equivalent of computer hardware and software for the Computer Center’s 25 computer stations. Such support will be in the amount of Thirty Thousand Dollars (\$30,000); additionally Westrum has spent \$37,850 to date (see attached spread sheet) on community related events and programs for a total of \$67,850 which is the equivalent of 68 houses of New Neighbor Support. Since 61 houses have settled at Brewerytown Square to date, Westrum will receive a 6 housing settlement credit for New Neighbor Support to alleviate any difference in the money contributed and the number of units settled.

Westrum’s Affordable Housing Component

Westrum, in fulfilling its self imposed commitment to develop affordable housing as part of the Project will (i) participate as a partner in Pyramid Development L.P. in developing, marketing and delivering affordable homes in infill parcels as outlined in the round 1 of the Brewerytown Redevelopment Agreement (the six infill parcels) .(ii)follow all guidelines and requirements as mentioned in a Resolution of Council, introduced By Councilman Clarke on June, 15, 2006 attached hereto; (iii) assist BCDC in acquiring title, for nominal consideration, to the list of infill properties currently owned by the Redevelopment Authority of Philadelphia and earmarked for Westrum with certain exceptions of key properties which are essential to the Master Plan and also those properties which are earmarked for development by Pyramid L.P. BCDC

shall form strategic partnerships with such entities that they deem qualified to assist them as co-developers in rehabilitating or constructing infill affordable housing units in Brewerytown through the use of certain federal, state and/or municipal affordable housing programs.

Should Westrum, in fulfilling the obligations set forth in clause (ii) of this paragraph, decide to utilize any federal, state and/or municipal programs BCDC shall assist Westrum, if requested, in the areas of governmental relations, funding acquisition, marketing and, where applicable, social service provision. BCDC shall appear with, and/or on behalf of Westrum at any meeting before a governmental or community body or provide a letter for the purpose of supporting the affordable housing component of the Project.

Westrum Possible Commercial Development

As part of the Project, Westrum, in its sole discretion and if economically feasible, proposes to construct a mixed-use development at the corner of 31st Street and West Girard Avenue ("Mixed-Use Development"). The Mixed-Use Development is projected to include a supermarket and other commercial space with a total footprint of approximately 50,000 Sq. Ft. Residential condominium units are proposed to be constructed above the ground floor commercial space. However, BCDC acknowledges that should the Mixed Use Development be deemed not economically feasible, then BCDC shall support Westrum's efforts to develop the site residentially, provided the proposed development is consistent with the currently proposed product in terms of densities and architectural design.

Community Hiring. In an effort to ensure that community residents are provided with the opportunity for training and subsequent employment in the Mixed-Use Development, including but not limited to the supermarket, BCDC in conjunction with the Philadelphia Workforce Development Corporation (or other qualified organization) will develop an employment training program directed at Brewerytown residents. Westrum will endeavor to have the proposed operators of the supermarket and commercial space use the employment training program as a source of employee procurement.

Consultant Services. The Parties agree they will use their best efforts to have The Food Trust serve in a consulting capacity as the specifications of the supermarket are developed.

Minority Entrepreneur Opportunities. The Parties agree that, if additional commercial space is available, not including the supermarket, Westrum will use its best efforts to provide at least 50% of the commercial leasing opportunities in the additional commercial space to qualified Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs) or Disadvantaged Business Enterprises (DBEs) as such terms are defined by Philadelphia's Minority Business Enterprise Council (MBEC). Moreover, preferential consideration shall be given to MBEs, WBEs, and DBEs with principal business or residential addresses within or immediately adjacent to the 00137 Census Tract District.

Wireless Philadelphia

In the event that BCDC, in conjunction with a technical partner, participates in the Wireless Philadelphia program as a community-based Internet Service Provider (“ISP”), Westrum will display marketing materials and promote BCDC as the ISP of choice for the Brewerytown area. Such promotion may include, but not be limited to, the use of appropriate facilities as designated by Westrum and at no cost to Westrum in the Brewerytown area for signal transmission.

Westrum reserves the right to deny sponsorship and/or support of any event or activity proposed by the BCDC that is not consistent with the stated mission of the Brewerytown CDC, “to facilitate neighborhood improvements in Brewerytown through education and community outreach”; or the stated mission stated of Westrum, “to work with government agencies and community groups to seek unique opportunities, creating exceptional urban and suburban communities that address diverse needs and complement the surrounding region.”

4. MINORITY PARTICIPATION: Westrum shall use its best efforts to grant at least 32% (measured as a percentage of a total construction contract) of subcontracting opportunities with MBEs and WBEs. Westrum best efforts shall include, but not be limited to, a requirement that its prime contractor require at least 32% of the total construction contract of subcontracting (Labor Portion Only) contracts shall be let to MBEs and WBEs.

Westrum and its sub-contractors will use their best efforts to employ at least 50% minority or women employees at the site.

Additionally, subcontractors shall be required to use their best efforts to hire at least 32% of its workforce from the 00137 Census Tract District or the 19121 and 19130 Zip Codes.

BCDC shall use its best efforts to ensure that Westrum is able to meet these requirements using businesses and employees located within or immediately surrounding the 00137 Census Tract District. The Parties agree to establish an oversight committee consisting of representatives from Westrum, BCDC, local government and MBEC. Among the duties of the oversight committee will be to periodically inspect the worksite as well as the construction payroll documentation. Notwithstanding the foregoing, Westrum is in a competitive market rate business and a competitive bid process will always be supported by the BCDC. Qualified, competitive contractors will be selected.

5. PUBLICATIONS: At such time as BCDC moves into its new corporate offices on Master Street and establishes the requisite word processing, publishing programs and hires the appropriate personnel, Westrum shall transfer all editorial and publishing duties of the community newsletter to BCDC. Reproduction and distribution expenses shall be paid by Westrum from New Neighbor Support at fair market competitive pricing.

6. COMMUNICATION: Westrum commits to maintaining an open dialog with the BCDC or its representative for the purpose of sharing information relating to its development activities. To this end, Westrum will appoint a single contact person to

respond to the questions and concerns of the BCDC and through which to disseminate information. This contact person will hold a seat on the BCDC Board of Directors. Westrum further agrees to attend periodic meetings with the BCDC or its representative to keep the lines of communication open to discuss Project developments, upcoming marketing campaigns, projected sales opening dates and community concerns.

7. **PROJECT RELATED MARKETING CAMPAIGNS:** In an effort to keep the BCDC informed about the Project as it develops and to support its role as a liaison between Westrum and the larger community for the purposes of disseminating information, when appropriate, Westrum shall provide the BCDC with copies of its marketing materials. Being sensitive to the BCDC and the local community's concerns about the impact of the Project on the existing neighborhood, Westrum will use its best effort to provide the BCDC with an opportunity to review general marketing campaign concepts related to the Project prior to releasing them to the public. However, BCDC understands that during the life of the Project, Westrum will develop a number marketing campaigns relating to various phases and product offerings that will consist of, for example, brochures, banners, signage, flyers, advertisements and other marketing collateral items. BCDC further understands that it is neither practical nor efficient for Westrum to invite the BCDC into the overall creative design process and to review each marketing piece that is created during the course of the Project. Therefore, the BCDC agrees to limit its involvement in the marketing process to reviewing the overall general marketing concepts and ideas, through the use and aid of professionally prepared mock ups, when available, for the purpose of identifying and discussing items that may be of concern to the existing community residents. While Westrum will take into consideration any objections or concerns the BCDC voices to its marketing campaign and/or materials, the final decision to revise, remove and/or edit such materials is at the sole discretion of Westrum.

8. **PROJECT LIMITS:** Throughout the duration of the Project, Westrum's contribution to the community (including, but not limited to BCDC) in all forms of monetary support, affordable housing subsidies and/or contributions, supermarket subsidies and/or contributions and all other assistance mentioned or not mentioned above shall not exceed Three Million Dollars (\$3,000,000.00). The approximate developer contribution of any affordable unit as calculated by the Office of Housing and Community Development will be \$ 125,000 each, for new construction.

It is contemplated that Westrum's Community Financial Support could resemble the following schedule, this schedule is for illustrative purposes only.

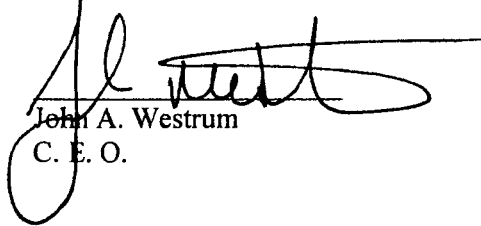
"New Neighbors Support"	\$ 600,000
Necessary Supermarket Private Funding Supplement	\$1,000,000
Affordable housing or Housing Fund Contribution	\$1,000,000
Other Community investments	<u>\$ 400,000</u>
<u>TOTAL WESTRUM CONTRIBUTION</u>	<u>\$3,000,000</u>

9. **BCDC DUTIES:** Throughout the duration of the Project BCDC will provide Westrum with regular financial statements and reports detailing its sources and uses of funds.

If you are in agreement of the above stated terms and conditions, please acknowledge your agreement by signing where indicated below. Thank you for your ongoing support and cooperation.

Agreed to and acknowledged by:

WESTRUM BT2 L.P. and related Brewerytown entities.



John A. Westrum
C. E. O.

Agreed to and acknowledged by:

BREWERYTOWN COMMUNITY DEVELOPMENT CORPORATION



A. Azim Muhammad, Executive Director

Date: 8-18-06

cc: Paul Lonie, Westrum Development Company
John Dean, Westrum Development Company
James Clanton, Community Advisory Committee
Joyce Hill, Community Advisory Committee
Kevin Valentine, Esq., Community Advisory Committee
Annette Wilcox, Community Advisory Committee

City of Philadelphia

Bill No. 060901-A continued

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CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on March 22, 2007. The bill was Signed by the Mayor on April 12, 2007.



Patricia Rafferty
Chief Clerk of the City Council