



GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADVISORY NEIGHBORHOOD COMMISSION 6E

ANC 6E01: Alexander M. Padro, Chair
ANC 6E02: Anthony Brown
ANC 6E03: Frank S. Wiggins, Vice Chair
ANC 6E04: Lily M. Roberts, Secretary
ANC 6E05: Alexander T. Marriott, Treasurer
ANC 6E06: Alvin O. Judd, Sr.
ANC 6E07: Kevin M. Rogers

PO Box 26182, LeDroit Park Station
Washington, DC 20001

March 11, 2017

FREDERICK L HILL
CHAIRPERSON
BOARD OF ZONING ADJUSTMENT
GOVERNMENT OF THE DISTRICT OF COLUMBIA
441 4TH ST NW STE 210S
WASHINGTON DC 20001

Dear Chairperson Hill:

Regarding BZA Case No. 19445, Application of 1827 Wiltberger, LLC, 1827 Wiltberger Street, NW (Square 0441, Lots 0849 and 0853):

Advisory Neighborhood Commission 6E conducted a public meeting on Tuesday, February 7, 2017 at the Watha T. Daniel/Shaw Library, 1630 7th Street, NW, to consider the above application.

At the Commission's meeting, duly noticed and with this case listed in the notice, with a quorum present (four out of seven Commissioners required to be in attendance to achieve a quorum), ANC 6E voted unanimously (7 in favor, none opposed, and no abstentions) to support the Board of Zoning Adjustment Application of 1827 Wiltberger, LLC, for a Special Exception from the rear yard requirements to allow the renovation and expansion of the property into a mixed use development at 1827 Wiltberger Street, NW, that a Construction Management Agreement be signed, that the sidewalk in front of the building be widened, and that said support be communicated in writing to the Board of Zoning Adjustment of the District of Columbia.

In considering this case, and as a result of questioning of the applicant at said meeting, the Commission determined the following:

- 1) The lots in question are located in Single Member District 6E02.
- 2) 1827 Wiltberger Street, LLC, pursuant to Subtitle X, Chapter 9 and Subtitle K § 805.5 of the 2016 Zoning

Board of Zoning Adjustment
District of Columbia
2016 Zoning
EXHIBIT NO.39

Regulations, has applied for a Special Exception from the rear yard requirements in Subtitle K § 805.1 to allow the conversion of and addition to an existing building to create a mixed-use office, retail, and residential building in the ARTS-2 District at 1827 Wiltberger Street, NW (Square 0441, Lots 0849 and 0853).

- 3) The building on the site is a landmark listed in the DC Inventory of Historic Sites and occupies 100% of the lots. The applicant proposes to restore the historic fabric and add two stories and a penthouse.
- 4) Because the building is a landmark and fully occupies its lots, it is not possible to proceed with the proposed development without the requested relief.
- 5) The Commission considers the relief sought to be minor, does not find that any parties would be harmed by the granting of the proposed relief, and supports the granting of said relief.
- 6) No objections to granting the relief sought were raised prior to or at the Commission's meeting.
- 7) The Commission is concerned with the potential threats to pedestrian safety posed by the significant increase in both pedestrian and vehicular traffic that will be generated by the development and the very narrow sidewalk in front of the building. The Commission has recommended that the District Department of Transportation (DDOT) require the applicant to expand the width of the sidewalk in question in order to enhance public safety. The Commission's correspondence to DDOT regarding this recommendation is attached for the BZA's reference.
- 8) In order to minimize the potential negative impacts of construction on residential neighbors, the applicant and the Commission have executed a Construction Management Agreement outlining a series of measures and practices intended to address the community's concerns. A copy of said agreement is attached for the BZA's reference.

For the reasons listed above, Advisory Neighborhood Commission 6E recommends that the District of Columbia Board of Zoning Adjustment accord ANC 6E's recommendation the Great Weight provided for in the ANC statute and grant this application.

Sincerely,



Alexander M. Padro
Chair
ANC 6E



GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADVISORY NEIGHBORHOOD COMMISSION 6E

ANC 6E01: Alexander M. Padro, *Chair*
ANC 6E02: Anthony Brown
ANC 6E03: Frank S. Wiggins, *Vice Chair*
ANC 6E04: Lily M. Roberts, *Secretary*
ANC 6E05: Alexander T. Marriott, *Treasurer*
ANC 6E06: Alvin O. Judd, Sr.
ANC 6E07: Kevin M. Rogers

PO Box 26182, LeDroit Park Station
Washington, DC 20001

February 27, 2017

LEIF A DORMSJO
DIRECTOR
DISTRICT DEPARTMENT OF TRANSPORTATION
55 M ST SE STE 400
WASHINGTON DC 20003

Dear Director Dormsjo:

Regarding 1827 Wiltberger Street, NW:

Advisory Neighborhood Commission 6E conducted a public meeting on Tuesday, February 7, 2017 at the Watha T. Daniel/Shaw Library, 1630 7th Street, NW, to consider a development proposal at the above address.

At the Commission's meeting, duly noticed and with this case listed in the notice, with a quorum present (four out of seven Commissioners required to be in attendance to achieve a quorum), ANC 6E voted unanimously (7 in favor, 0 opposed, and no abstentions) to recommend that the width of the sidewalk in front of 1827 Wiltberger Street, NW be expanded and that said recommendation be communicated in writing to the District Department of Transportation (DDOT)..

In considering this case, and as a result of questioning of the developer's representatives present at said meeting, the Commission determined the following:

- 1) The subject address is located in ANC 6E02.
- 2) The proposed development at 1827 Wiltberger Street, NW will result in the addition of three floors, including commercial office and retail space and residential space in a former warehouse building, dramatically increasing the number of daily vehicular and pedestrian arrivals and departures at this location, which currently hosts none of the proposed uses.

...2

- 3) The current sidewalk is insufficient to accommodate the volume of people who will be working at and frequenting the building after the development is completed. The current sidewalk is too narrow to accommodate more than a single pedestrian at a time walking along its length. With the addition of smokers standing on the sidewalk, office workers, retail customers, and residents and their guests arriving and departing, the sidewalk would not be able to accommodate the new pedestrian load.
- 4) Persons using devices to accommodate mobility challenges would be unable to navigate the sidewalks with the likely presence of pedestrians resulting from the new development, causing them to use the street instead.
- 5) The likelihood that the current narrow sidewalk would cause pedestrians to walk in the street would cause unacceptable safety challenges.
- 6) The developer, Old City Development, should be made to bear the cost of expanding this sidewalk.

For the reasons listed above, Advisory Neighborhood Commission 6E recommends that the District Department of Transportation accord ANC 6E's opinion the Great Weight provided for in the ANC statute and require the expansion of the sidewalk in question by the developer in the interest of public safety.

Sincerely,



Alexander M. Padro
Chair
ANC 6E

Development Agreement

This Development Agreement (“Agreement”) is made and entered into as of this eighth day of March, 2017 (“Effective Date”) by and among Old City Development Group (“Developer”) and Advisory Neighborhood Commission 6E (“ANC 6E”) (collectively, the “Parties”).

RECITALS

- Property.** Old City Development Group is one of the contract purchasers and Developer of property located on Lots 849 and 853 in Square 441 with premises addresses 1815 - 1827 Wiltberger Street, N.W. (the “Property”), all included within the boundaries of ANC 6E.
- Introduction.** The Developer desires to redevelop the Property with a multi-story mixed-use retail and residential development (“Project”) that will preserve and incorporate into the Project the landmark building on the site. In conjunction with the Project, the Developer and representatives of ANC 6E met on multiple occasions. As a result of these meetings, the Developer and ANC 6E desire to enter into this Agreement to set forth the specific terms and conditions for the Project, including any required Board of Zoning Adjustment (“BZA”) approval of the Project.
- Zoning.** The Property is zoned ARTS-2.
- Historic Preservation.** The Property is currently a historic landmark.
- Proposed Development.** Developer plans to construct a four-story with penthouse building with ground floor retail that complies with the overall height and floor area ratio (FAR) permitted in the ARTS-2 Zone district. The Project will include nine dwelling units, loading

facilities and at-grade parking. The Project requires zoning relief for a special exception from the rear yard requirements from the BZA (“Required Zoning Relief”).

6. **Project Benefit.** ANC 6E agrees that development of the Property for residential and retail uses will be beneficial to the neighborhood by adding housing and neighborhood serving retail and office uses in a transit-served location and adding to the population and tax base for the city.

7. **Agreement.** The Parties desire to enter into this Agreement to set forth certain specific commitments and agreements for the Project, including the Required Zoning Relief for the proposed development.

NOW THEREFORE, in consideration of the foregoing Recitals, which are a material part of this Agreement, the Parties agree as follows:

8. ANC 6E shall not file, pursue, or support any opposition to the Developer’s application for the Required Zoning Relief before the Board of Zoning Adjustment (“BZA”), any administrative agency, or any court of law. Further, ANC 6E will submit a statement of support for the Required Zoning Relief to the BZA in Case No. 19445 before March 15, 2017. ANC 6E will not file, pursue, support, or engage in any objection to, delay, or opposition to Developer’s efforts to obtain all necessary permits and other approvals required to complete the Project in accordance with this Agreement and applicable laws and regulations.

9. **Communication.** Developer shall:

- a. Designate a representative to be the key contact during the construction period who is authorized to address complaints and respond to inquiries as the key

contact for ANC 6E and neighboring residential property owners regarding construction activities (“Representative”). The Developer will provide ANC 6E and neighboring residential property owners with the Representative’s name, telephone number, cell phone number and e-mail address.

- b. Establish a 24-hour telephone number for nearby residents to report emergency situations related to the Project.
- c. Provide the telephone number of Developer’s construction supervisor to nearby residents for the purpose of reporting non-emergency situations, express concerns and to make inquiries.

Upon ANC 6E’s request, Developer and ANC 6E shall work together to mutually agree on further details regarding access and communication prior to the commencement of construction. For purposes of this Agreement, “nearby residents” shall mean those residing on the 1800 block of Wiltberger Street NW, the 600 block of T Street NW (south sides), the 600 block of S Street NW (north side), and the 1800 block of 6th Street NW (west side).

10. Residential Parking Permits. To the extent it is permitted by the laws, regulations, and policies of the District of Columbia, Developer agrees to restrict the residents of the Project from being eligible to receive Zone 2 or 6 Residential Parking Permits (RPP) and/or Visitor Parking Permits (VPP) administered by DDOT. ANC 6E agrees to the imposition of these restrictions. All such restrictions on RPP and/or VPP will be properly documented and disclosed by the Developer in all covenants, condominium documents, sales contracts and/or leases for the Project.

11. **Off-Site Tenant Parking.** If office or retail tenants of the Project express the desire, then Developer shall secure the availability of up to 20 total off-site parking spaces for use by such tenants. Developer shall have no obligation to secure such off-site parking spaces if tenants do not request it. This offer will be properly documented and disclosed by the Developer in all covenants, condominium documents, sales contracts and/or leases for the Project.

12. **Through Traffic on 1800 Block of Wiltberger Street, NW.** During construction of the Project, Developer agrees that through traffic on the 1800 block of Wiltberger Street shall not be obstructed except when absolutely necessary to ensure public safety and at such times when it is otherwise impossible to accomplish construction activities. Whenever possible during such temporary closures, southbound vehicles shall be diverted south onto the north/south alley between the Howard Theatre and 624 T Street, NW, and the north/south alley between 6th and Wiltberger Streets with flag men stationed at the S Street entrance to the alley to ensure no northbound traffic is allowed to enter the alleys. Notification via email, Robocall, and printed notices delivered to each impacted resident and business on the 1800 blocks of Wiltberger Street and 6th Street shall be provided not less than forty-eight (48) hours prior to any temporary closure of Wiltberger Street.

13. **Alley Access.** During construction of the Project, Developer agrees that the north/south alley at the east side of the Site (the "Alley") shall only be closed when absolutely necessary to ensure public safety and at such times when it is otherwise impossible to accomplish construction activities and permit residents to access their off street parking spaces from the alley. Notification via email, Robocall, and printed notices delivered to each impacted resident shall be provided not less than forty-eight (48) hours prior to any temporary closure of the Alley,

in order to allow residents to make arrangements to remove their cars prior to the closure. On such occasions when residents are unable to move their cars out of or into their off street parking spaces during a temporary closure, Developer shall reimburse impacted residents for the cost of commercial parking up to twelve (12) hours prior to the proposed closure and up to twelve (12) hours after the termination of said closure. Residents shall provide receipts noting the dates and hours when their vehicles were parked at a commercial parking facility, which must correspond to the hours of the temporary Alley closure, plus a twelve (12) hour window before and after the closure.

14. Off-Site Parking for Residents. Developer agrees to work with the Howard Theatre, Howard University, Howard University Hospital, and Progression Place to identify parking spaces near the Site which can be used by impacted residents to temporarily park their vehicles at such times during the work day when temporary closures of the Alley or Wiltberger Street prevent nearby residents from accessing their off-street parking space(s). . Developer shall be responsible for the cost of such arrangements, or shall reimburse impacted residents for the cost of commercial parking during such closures.

15. Construction Parking. Developer acknowledges that vehicular parking is extremely limited in the area near the Property and that to minimize the impact of construction on residents, agrees to require contractors and their employees to park in commercial facilities so as to not occupy Residential Parking or Residents Only parking spaces in the neighborhood adjacent to the Site.

16. Construction Hours. The construction workweek will be as follows:

- A. Monday through Friday: 8:00am to 7:00pm

- B. Saturday: 8:00am to 4:00pm
- C. Sundays and Federal Holidays: No construction, except in emergencies and/or by Special Permit issued by DCRA.

17. **Repair of Damage to Wiltberger Street and Adjacent Alley.** Developer (through its general contractor, required utility deposits and/or D.C. Water) shall be responsible for the repair of any “cuts” it makes or which are made for its benefit into the surface of Wiltberger Street and the public alleys for utility or other work and for any damage to such road surfaces caused by its construction activities (exclusive of normal wear and tear and general public use of such alley). Such repairs shall be finished before completion of the Project’s construction.

18. **Cleanliness.** Developer shall be required to maintain a clean work-site and surrounding streets and public alleys, including removal of trash, dirt and mud, and other debris from construction activities at the end of each work day. No construction related trash or materials will be deposited in the private trash cans belonging to the residents.

19. **Modification.** No modification of this Agreement shall be valid unless made in writing and duly executed by authorized representatives of the Parties. Developer may transfer or assign this Agreement to an affiliate of Developer and to other successors and assigns.

20. **Entire Agreement.** This Agreement contains the entire understanding of the Parties and supersedes any and all prior agreements and understandings between the Parties relating to the subject matter hereof.

21. **Notices.** All notices to Developer required to be given under this Agreement shall be addressed to:

Topher Cushman, Partner
Old City Development Group
210 7th Street SE
Suite 203
Washington, DC 20003

With a copy to:

Goulston & Storrs, PC
c/o Cary Kadlecsek
1999 K St. NW, Ste. 500
Washington, DC 20006

All notices to ANC 6E required to be given under this Agreement shall be addressed to:

Advisory Neighborhood Commission 6E
P.O. Box 26182
Le Droit Park Station
Washington, D.C. 20001

22. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one instrument.

23. Compliance with D.C. Law. Developer agrees that all construction contracts will require that all construction personnel involved in the Project strictly follow the applicable D.C. laws for construction noise and construction hours, except as modified or limited by this Agreement.

24. Dispute Resolution and Enforcement. This Agreement is being adopted by Developer for the benefit of the community and is an agreement between Developer and ANC 6E. The Parties intend that if concerns or disputes arise, these concerns and disputes should be addressed collegially to the maximum extent possible, and the parties anticipate that such collegial efforts will be successful. A signatory may, however, if it deems the matter particularly serious and if

collegial efforts have not resulted in appropriate relief, pursue the legal and equitable remedies normally available to a party to an agreement, including any remedies in a court of law. The agreement of Developer to the foregoing is specifically subject to and conditioned on ANC 6E compliance with Paragraph 8 herein.

The Parties have signed this Agreement effective as of March 8, 2017.

Advisory Neighborhood Commission 6E

By: 

Alexander M. Padro

Title: Chair

Old City Development Group

By: 

Name: Topher Cushman

Title: Partner