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July 13, 2005

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Carol J. Mitten, Chair
D.C. Zoning Commission
441 4th Street, N.W.
Suite 210
Washington, D.C. 20001

RE: Zoning Commission Case No. 03-30
Square 643 Associates LLC, Consolidated PUD
Post Hearing Submission

Dear Ms. Mitten and Members of the Commission:

In response to the Zoning Commission's requests at the completion of the public hearing, the Applicant herewith transmits the following items:

1. Proposed Findings of Fact and Conclusions of Law, attached as Exhibit A;

2. Regarding the required First Source Employment Agreement with the Department of Employment Services ("DOES"), the Applicant has submitted the completed package to DOES. If will be official upon signing by DOES. A copy of the Agreement is attached as Exhibit B;

3. The required materials have been submitted regarding Local, Small and Disadvantaged Businesses ("LSDBE") Agreement and will be official upon signing. A copy is attached as Exhibit C; and

4. A copy of the architects' Powerpoint presentation, attached as Exhibit D.

03-30
59

Finally, in response to Commissioner Hood's suggestion, the Applicant has further explored the most effective means of memorializing the role of historic Old Friendship Baptist Church in the history of Southwest Washington and the importance of the original church for its members. The team attempted to contact the City Historian on several occasions but did not receive a reply. However, after additional consultation with the historic consultant who prepared the landmark application, we have developed a proposal for an oral history project which we believe will better serve these purposes. The project will entail collecting and recording the oral histories of a variety of community and Friendship Baptist Church members which memorialize the history of the

ZONING COMMISSION
District of Columbia
CASE NO.03-30
EXHIBIT NO.59A1

church and its role in Southwest during urban renewal. We also identified a key historic consultant, who has written extensively about and contributed to the African American Heritage Trail, to assist in organizing and recording the oral histories. Upon completion, the oral histories will be placed in the Washingtoniana collection at the Martin Luther King Jr. Library to allow for maximum public access. This commitment is incorporated in the attached proposed Zoning Commission Order as Decision Condition No. 11.

Respectfully submitted,
ARNOLD & PORTER LLP

Cynthia A. Giordano

Nathan W. Gross, AICP

Attachments

Cc: Advisory Neighborhood Commission 6D
Via Hand Delivery on July 13, 2005

Office of Planning
Via Hand Delivery on July 13, 2005

Exhibit A: **Proposed Zoning Commission Order**

ZONING COMMISSION ORDER NO. 03-30
Case No. 03-30
PUD and Map Amendment – Square 643 Associates LLC
July 25, 2005

Pursuant to notice, the Zoning Commission for the District of Columbia held a public hearing on June 20, 2005 to consider an application from Square 643 Associates LLC (the "Applicant") for consolidated review and approval of a Planned Unit Development ("PUD") and related map amendment, pursuant to Chapter 24 of the District of Columbia Municipal Regulations ("DCMR"), Title 11, Zoning. The public hearing was conducted in accordance with the provisions of 11 DCMR 3022 for contested cases.

FINDINGS OF FACT

The Application, Parties and Hearing

1. On September 8, 2003 the Applicant filed an application for consolidated review and approval of a PUD and related zoning map amendment (the "Application") for a generally rectangular shaped lot at 734 1st Street, S.W. (Square 643, Lot 830) (the "PUD Site"). The original proposed project was a new, 90-foot apartment house with 60 units. The Applicant is Square 643 Associates LLC, Stephen Tanner, Managing Partner.

2. On March 8, 2004, the Zoning Commission considered whether to schedule a public hearing on the Application. The Commission expressed concerns about whether the church on the PUD Site might have historic significance and about the fact that the Height Act of 1910 appeared to restrict building height to 70 feet. The Commission denied the Application without prejudice and requested that the Applicant reconsider and revise the proposed development plan.

3. In the following months the Applicant conducted additional meetings with community groups and Advisory Neighborhood Commission ("ANC") 6D and retained an architectural historian to evaluate the potential for the church to become a designated historic landmark.

4. In April 2004 the Applicant submitted an application to the Historic Preservation Review Board ("HPRB") to designate the church as a historic landmark. After public hearing on May 27, 2004, the HPRB adopted the Friendship Baptist Church as a landmark.

5. In its landmark designation, the HPRB stated in part, "Friendship Baptist Church was erected in 1886-1887 by the congregation of the Virginia Avenue Baptist Church (founded 1875), which then moved to this site. It was among the earliest independent African-American congregations, largely consisting of the formerly enslaved. And despite being relatively early and constructed by a less privileged community, the Italianate Gothic building does demonstrate a certain dignity and architectural

pretension (it also has a plain brick, 1930 addition or additions at rear and a 1952 front gabled, brick-faced addition on the north side). For its time, it would not have been considered remarkable, but certainly typical of a successful neighborhood church. By that fact and the fact that the building represents its African-American congregation, it also represents the development of Southwest Washington during the last quarter of the nineteenth century and the first half of the twentieth." The HPRB designation also references the church as "a continuing source of community through the social turmoil" created by the redevelopment of Southwest in the Urban Renewal program of the 1950's and 1960s. "The document recommends that only the original church structure and not its additions be considered contributing to a landmark."

6. On July 15, 2004 ANC 6D voted 4-3 to support the application before the HPRB.

7. On July 22, 2004 the Applicant presented revised plans to the HPRB, which provided for preservation and restoration of the church sanctuary structure, demolition of the new additions, and construction of an L-shaped apartment house addition on the north and east sides of the church building. The HPRB granted conceptual design approval.

8. After additional meetings with community groups, the ANC and the Office of Planning, a revised PUD Application was submitted to the Zoning Commission on October 5, 2004. The new project plans incorporated preservation of the church sanctuary structure to be used as nonprofit office space, together with an L-shaped, apartment house addition having 21-30 units with one- and two-bedroom units. The proposed development would rehabilitate and restore the historic landmark church and construct an apartment house addition four-stories high on the north side of the church and seven stories high on the east side of the church.

9. The Application requested a zoning map amendment from R-4 to R-5-C, a maximum height of 70 feet for the proposed new construction, a proposed gross floor area of 44,286 square feet (2.66 FAR) and 61 % lot occupancy. The Applicant requested that the Commission grant a special exception to permit 10,000 square feet of the space to be used for nonprofit office space pursuant to § 217 of the Zoning Regulations. The Applicant offered certain operational restrictions on the nonprofit use and requested that nonprofit use be allowed without the need for further public review of the specific occupant. In the alternative, the 10,000 square feet would be additional residential units, hence the requested range of 21-30 total units. The Application proffered one affordable apartment unit, and requested some deviation from the side and rear yard requirements, as well as roof structure standards.

10. On October 8, 2004, ANC 6D considered the PUD Application and voted to support it at the Zoning Commission.

11. At its meeting of March 14, 2005, the Zoning Commission decided to schedule a public hearing on the proposed PUD.

12. After proper notice, the Zoning Commission opened and completed the public hearing on June 20, 2005.

13. The only parties in the case are the Applicant and ANC 6D, the boundaries of which include the PUD Site.

14. Under the PUD process of the Zoning Regulations, the Zoning Commission has the authority to consider this application as a consolidated PUD. The Commission may impose development conditions, guidelines and standards that may exceed or be less than the matter-of-right standards identified for height, floor area ratio (FAR), lot occupancy, or yards and courts. The Zoning Commission may also approve uses that are permitted as special exceptions that would otherwise require approval by the Board of Zoning Adjustment ("BZA").

15. At its July 25, 2005 meeting the Zoning Commission took proposed action by a vote of _____ to approve with conditions the Application and the plans presented at the public hearing.

16. The proposed action of the Zoning Commission was referred to the National Capital Planning Commission ("NCPC") under the terms of the District of Columbia Self-Government and Governmental Reorganization Act. NCPC, by action dated _____, found that the proposal would not adversely affect their interest or be inconsistent with the Comprehensive Plan for the National Capital. The Zoning Commission took final action to approve the Application on _____.

The Site and the Surrounding Area

17. The PUD Site is located on the northern frontage of H Street, S.W., just to the east of the traffic circle at the terminus of Delaware Avenue, S.W. The site is generally rectangular in shape, has 16,644 square feet of land area and is improved with a vacant church and attached accessory buildings. The church has been vacant for approximately four years and in May 2005 was designated a historic landmark ("Friendship Baptist Church") upon the application of the property owner.

18. The vacant church on the PUD Site was last used by the Redeemed Temple of Jesus Christ (the "Redeemed Temple") in September 2001. For a time before that, it was used only intermittently, as the Redeemed Temple rented the church to small church groups. For two years the Redeemed Temple attempted unsuccessfully to sell the church to another religious congregation. Only one church expressed serious interest. Lacking any religious purchaser, the Redeemed Temple sold the subject property to Square 643 Associates LLC in 2002

19. To the north, west and southwest of the PUD Site is the large, mixed-density Capitol Park IV residential complex of condominium townhouses and flats and four rental high-rise apartment buildings. This planned community has a total of 341 townhouses and duplex units, plus 937 apartment units.

20. Immediately to the east of the PUD Site is a small, unimproved "dogleg" of the Capitol Park IV property, followed by the Randall Recreation Center. The facilities at this public park include play fields, a swimming pool and tennis courts. This recreation center was formerly the athletic and recreation fields for the former

Randall Junior High School. Beyond the recreation center to the east is South Capitol Street.

21. Directly across H Street to the south of the PUD Site is a large complex of three- and four-story buildings that were formerly the Randall Junior High School and later administrative offices for the public school system. From the mid-1990s until 2005, the occupants have been the Millennium Arts Center (artist studios) and a homeless shelter and drug rehabilitation center. At the present time the complex is in the process of being offered for reuse and redevelopment, potentially to include the Corcoran School of Art.

22. Fronting on Delaware Avenue to the south of H Street, and immediately west of the Arts Center is the Southwest Clinic. Farther south, on the south frontage of M Street between Delaware Avenue and South Capitol Street are the Friendship Baptist Church, the Bethel Pentecostal Church and the high-rise Best Western Hotel.

23. Farther to the southwest are two large developments – the Greenleaf Gardens low-rise public housing complex and the high-density Waterside Mall, which is currently substantially vacant and awaiting redevelopment. The Waterfront Metrorail station is on the south side of Waterside Mall and a four-block walk from the PUD Site.

24. The land use pattern described above reflects the planned mixed-density and mixed-use character of the Southwest neighborhood as it exists today – the end result of redevelopment under the Southwest Urban Renewal Plan in the 1950s to 1970s, predominantly. A few older buildings and groups of buildings were left standing, such as the landmark Friendship Baptist Church in this application, Greenleaf Gardens apartments and a few others.

The PUD Project

25. The project will restore the church sanctuary structure, demolish the noncontributing additions and create an L-shaped condominium apartment house addition to the church. The apartment house is proposed to have 22 one- and two-bedroom units, including one affordable one-bedroom unit for occupancy by a household with an income of 70 percent of Area Median Income. The Pre-Hearing Submission requested flexibility in the number of apartment units in the range of 21-30 units, to allow for the alternative of converting the sanctuary to apartments if nonprofit use were not approved.

26. The apartment house addition will be four stories high on the north side and seven stories and 70 feet high on the east side of the church. The proposed residential gross floor area is 34,286 square feet, or 2.06 FAR.

27. The Application proposed that nonprofit office use would occupy approximately 6,218 square feet of gross floor area ("g.f.a.") in the church building – approximately 2,684 square feet on both the lower and sanctuary (main) levels, with an additional 850 square feet on the mezzanine level inside the church. In addition, the ground floor

of the addition to the north would be devoted to the nonprofit use, for a total of 10,000 square feet.

28. The total mixed-use density as proposed is 44,286 square feet, or 2.66 FAR. The Applicant stated that this is a moderate density that reflects the design prominence accorded the historic church structure in the architectural plans. This density is substantially less than the 4.0 FAR allowed with a PUD in the R-5-C District and is also within the allowed PUD density in the R-5-B District. However, a seventy-foot height is needed to help offset the development constraint presented by preservation of the church and by the fact that the church is sited generally in the middle of the lot.

29. The main church entrance will be used as the entrance to the nonprofit office space. The sizeable front courtyard (previously part of the now closed First Street, S.W. right-of-way) will be restored as a cobblestone court, together with designed areas of lawn and concrete pavers. New trees and shrubs will be planted as depicted in the Landscape Plan.

30. A total of at least 32 parking spaces will be provided, including nine (9) for the nonprofit office use and twenty-three (23) for the apartments.

31. The Pre-Hearing Statement dated March 15, 2005 addressed the criteria for approval of nonprofit office use in a historic building and requested approval without a requirement to return for a further public hearing regarding the specific tenant. Because of questions by the Zoning Commission and the Office of Planning as to the applicability of § 217 to a nonresidential building, the Applicant cited two BZA precedents – Applications numbered 15945 and 14244 – which involved nonresidential structures that had never been devoted to a residential use. The Applicant also noted that the Zoning Commission is considering text amendments to allow § 217 or a new § 222 to allow nonprofit office use in former school buildings, which are nonresidential structures. The Applicant, however, expressed a willingness for the use to be approved as recommended by the Office of Planning: "[t]he Zoning Commission could provide relief to permit this [nonprofit] use as part of the PUD based on the associated community benefit – a preference for this non-conforming use over conforming ones such as residential."

32. The Applicant testified that leasing a small amount of space to a nonprofit association will be much more difficult if there is a requirement for a further public hearing and several months delay. The Applicant proposed several restrictions on the nonprofit use as a means of allowing the Zoning Commission to approve nonprofit use generically in this PUD. The proffered conditions are as follows:

    a. Daily hours of business will be from 7:00 a.m. to 8:00 p.m.;

    b. The number of employees will not exceed a ratio of 250 square feet of floor area per employee, or 40 employees for the 10,000 square feet of space;

    c. Parking will be provided at a ratio of no less than one space per 1200 square feet of nonprofit space and one space per apartment; and

d. Lighting will be arranged so that all direct rays are confined within the boundaries of the property.

33. The Application requested deviations from the matter-of-right requirements for rear yard setback on the north side of the site, open court dimensions on the east side, and roof structure standards, as allowed by the PUD regulations at 11 DCMR § 2405.5, based on "the exact circumstances of the project." The need for deviations from standard rear yard setback and court dimensions on the east and north is created by preservation of the church on its footprint and the need to preserve open space in front of the church to maintain and enhance its setting. The rear yard provided on the north side of the property will not adversely affect the residents to the north because of a substantial green area and setback on that property and the fact that the addition is only four stories on the north side of the church. The 70-foot wing to the east of the church will create no adverse effect on the light and air of neighbors, in that the abutting property is a vacant and unbuildable "dogleg" of the Capitol Park IV property followed by the large Randall Recreation Center.

34. The project architect described the functionality of the proposed 14-foot-wide driveway into the parking garage vis-à-vis the 20-foot width preferred by the Department of Transportation. He noted that the 14-foot width complies with the Zoning Regulations. He said the design will include a visual signal control system appropriate for a small parking area such as this. The constraints imposed by a small site that incorporates preservation of a historic building also dictate the driveway width as proposed.

35. A principal of Woodmark Commercial Services LLC, and an expert in commercial leasing, testified that nonprofit associations needing only 10,000 square feet of space have many locations to choose from in the city. He stated that the restrictions as proposed on number of employees, hours of operation, and so on, are already deterrents to a degree and should not be made more restrictive. He emphasized that a requirement for a separate zoning hearing and a several-month delay for such a process would severely hinder leasing efforts for the nonprofit space.

Public Benefits and Project Amenities

36. As addressed in the Applicant's Pre-Hearing Statement and in testimony at the public hearing, the following public benefits and project amenities will be created as a result of this project.

a. Historic Preservation. The landmark church will be preserved as a whole building and devoted to a use that enables the main sanctuary space to remain relatively open physically. Nonprofit office use will also allow more people to view the space than would the alternative of dividing the church into residential apartments, which is allowed as a matter of right in the existing R-4 District. The preservation and restoration is accomplished, despite the difficulties imposed by the church's siting near the middle of the site with little potential density of new construction to support the preservation financially. The Historic Preservation

Review Board granted conceptual design approval to the proposed design in 2004. The Applicant is preparing a special historic preservation memoriam either in the form of a plaque on the building, an oral history of Friendship Baptist Church members or similar recognition.

b. Superior Architecture and Urban Design. The elegant apartment additions are sympathetic to and enhance the historic character of the landmark church. The design has received conceptual design approval from the HPRB. The Office of Planning concurs that the architecture and urban design are superior. The Southwest Neighborhood Assembly and a professional city planner residing in the Southwest neighborhood also testified that the architecture and urban design are superior.

c. Mixed Use – Residential and Nonprofit Office. The housing units are important in expanding the housing supply in the neighborhood and the city, in terms of population increase and tax revenue enhancement. The nonprofit office use adds daytime population and activity to this somewhat isolated corner of the Southwest neighborhood.

d. Affordable Housing. The apartment house will include one affordable unit for occupancy by a household having seventy percent (70%) of Area Median Income. The rent will be maintained at the affordable level for a period of 20 years, and the unit will have at least 700 square feet of gross floor area. The Applicant stated that an affordable rental unit for 20 years will likely provide a greater contribution to affordable housing than would a condominium unit, which may tend to be occupied by the original owner for the required time period (currently ten years) and then sold at a market rate. Over the 20-year time span proposed for the rental apartment, several households in the qualifying income levels are likely to benefit from the affordable rent levels.

e. Advancement of Comprehensive Plan Policies

1) "Stabilizing and improving the District's neighborhoods" is one of the Major Themes of the Comprehensive Plan. This project will put a long-vacant church building and addition into productive use in a location that needs physical enhancement as well as people activity.

2) "Preserving the historic character of the District," in this case, preserving a very important African-American landmark in the history of Southwest Washington.

3) Advancement of other Major Themes (§101), including: "Respecting and improving the physical character of the District" and "Preserving and ensuring community input."

4) Advances other policies in the Historic Preservation, Housing, Environment and Economic Development Elements of the Plan.

f. LEED ("Leadership in Energy and Environmental Design") Features. The Applicant's architect testified that, because of inclusion of the historic building and other constraints, the building could not feasibly be a LEED-certified building. However, he presented the LEED features offered by the project that exceed normal building practices. These are as follows:

1) Under the category, "Sustainable Sites – Alternative Transportation," the project will include bicycle storage equal to fifteen percent (15%) of vehicular parking spaces;

2) Under the category, "Water Efficiency – Water Efficient Landscaping," the landscaping will not include any physical, built irrigation system. Plantings were selected that require very little water. Watering will be by hand, and no potable water will be used;

3) Under the category, "Energy and Atmosphere – Fundamental Building Systems Commissioning," a third-party engineering consultant will ensure that specified efficiencies are provided in all building systems;

4) Under the category, "Indoor Environmental Quality – Minimum IAQ Performance," the HVAC system design will create a greater percentage of fresh air exchange than required by code;

5) Under the category, "Indoor Environmental Quality – Low-Emitting Materials, Carpet," this standard stipulates reduced VOC emissions from interior carpeting; and

6) Under the category, "LEED Accredited Professional," the architect will provide a LEED accredited expert to be part of the design team.

g. Economic Development. In addition to creating construction jobs and tax revenues generally, the applicant will implement First Source Hiring and LSDBE agreements with the District of Columbia government.

h. Litter Control. On a monthly basis the Applicant will remove litter from the area of the baseball diamonds on the portion of the Randall Recreation Center situated adjacent to the PUD Site.

Report of the Office of Planning

37. By report dated June 10, 2005 and by testimony presented at the public hearing, the Office of Planning ("OP") recommended approval of the Application, provided the church sanctuary building would be retained for occupancy as nonprofit office space and administration of the affordable housing unit through normal, governmental processes. The OP report supported historic preservation and superior architecture and urban design as major public benefits and project amenities. The report also

supported nonprofit office use, nearly all of the Applicant's proposed operational restrictions on that use, the LEED features, historic preservation plaque, economic development and Comprehensive Plan policy consistency as public benefits/project amenities. OP also supported the proposed affordable housing unit, but preferred that it be an ownership unit with the occupancy controlled by the Department of Housing and Community Development.

Reports of Other Agencies

38. The Department of Employment Services noted that the Applicant had agreed to enter into a First Source Agreement and recommended that this be completed prior to proposed action by the Zoning Commission.

39. The Department of Housing and Community Development recommended approval of the PUD, noted the Department's support for the affordable housing unit and indicated a preference for a condominium affordable unit.

40. The D.C. Department of Transportation recommended approval, as the traffic generated by this development would have no significant impact on surrounding intersections and as the proposed parking will be more than adequate. The Department recommended a 20-foot-wide driveway access to the parking garage rather than 14 feet as proposed in the plans.

41. The Metropolitan Police Department made comments to the Office of Planning via email, indicating concerns about parking for the nonprofit use given the proximity to the adjacent recreation fields.

42. The D.C. Water and Sewer Authority noted that sanitary and storm sewer capacity, as well as water supply, would have to be evaluated as part of the approval process for this project.

Advisory Neighborhood Commission 6D

43. Advisory Neighborhood Commission ("ANC") 6D submitted a letter in support of the project dated October 8, 2004. On May 5, 2005, the ANC voted to oppose the Application. At the public hearing, two ANC Commissioners indicated that at the June 13, 2005 meeting, the ANC Commissioners deadlocked 3-3 on a motion to support and accordingly did not have an official position. At its July 11, 2005 meeting, the ANC voted to rescind the June 13, 2005 vote.

Other Community Organizations/Members

44. Ward 6 Council Member Sharon Ambrose submitted a letter in support of the Application dated ____, stating, in part: "I am fully in support of the proposed use of the church sanctuary and associated space for nonprofit office use. This project combines excellent historic preservation with excellent architecture and will provide a beneficial mixture of uses at this long-vacant site. It is noteworthy that this is whole building preservation, not simply preservation of a façade with new development

behind it. This degree of preservation limits the development potential of the site, but the developer is willing to undertake it, to his credit.

45. The Bishop of the Redeemed Temple of Jesus Christ testified in support of the Application. He stated that after 20 years of using the church for religious services and functions, the congregation needed to relocate. After an extended period of marketing the church to religious congregations, the Redeemed Temple sold it to the Applicant in this case. The church has now been vacant for approximately four years. He praised the preservation of the church and the architecture of the residential addition.

46. By letter dated May 24, 2005 and by testimony at the public hearing, the Southwest Neighborhood Assembly ("SWNA") recommended approval of the PUD. SWNA favorably cited whole building preservation, excellent architecture in scale with the historic church, the benefits of both the residential and nonprofit office uses and putting a long-vacant church back into productive use with an excellent design.

47. The single-member district ANC Commissioner testified in support of the Application in terms, expressing a preference for nonprofit office use rather than residential use of the church, the proposed rental format for the affordable unit, and requesting the Applicant help control litter in the immediate vicinity of the PUD project as a project amenity.

48. A city planner residing in Southwest testified in support, stating that the preservation and the design of the new addition are "as good as it gets" by way of preservation combined with new development, and recommended approval. He recommended that any uses allowed in the SP District be allowed as well as nonprofit office use.

49. Four persons, including one ANC Commissioner and members of the Friendship Baptist Church, testified in opposition, expressing concerns about preservation of stained glass windows, parking, history of urban renewal and Friendship Baptist Church and the need to preserve the history of the church.

CONCLUSIONS OF LAW

1. The PUD process is an appropriate means of controlling development of the site in a manner consistent with the best interests of the District of Columbia.

2. Pursuant to the Zoning Regulations, the PUD process is designed to encourage high-quality developments that provide public benefits, 11 DCMR 2400.1. The overall goal of the PUD process is to permit flexibility of development and other incentives, provided that the PUD project "offers a commendable number or quality of public benefits, and that it protects and advances the public health, safety, welfare and convenience," 11 DCMR 2400.2.

3. The development of this PUD project carries out the purposes of Chapter 24 of the Zoning Regulations to encourage well-planned developments that will offer a

variety of building types with more efficient and attractive overall planning and design not achievable under matter-of-right development.

4. The Zoning Commission has the authority under the Zoning Regulations to consider this application as a consolidated PUD. The Commission may impose development conditions, guidelines, and standards that may be exceed or be less than the matter-of-right standards identified for height, FAR, lot occupancy, or yards or courts. The Zoning Commission may also approve uses that are permitted as special exceptions and would otherwise require approval by the BZA.

5. The proposed PUD meets the minimum area requirements of 11 DCMR 2401.1.

6. The development of this PUD is compatible with citywide goals, plans and programs and is sensitive to environmental considerations. The Commission also finds that the proposed PUD is not inconsistent with the Comprehensive Plan.

7. The Zoning Commission finds that the impact of the proposed PUD on the surrounding area and upon the operation of city services and facilities is acceptable given the significance, quantity and quality of public benefits cited under "Public Benefits and Project Amenities," above.

8. The proposed PUD can be approved with conditions that ensure that the development will enhance the neighborhood and ensure neighborhood stability.

9. The participation of Advisory Neighborhood Commission 6D in the case did not qualify for "great weight" consideration pursuant to 11 DCMR §§ 3012.5 and 3012.6.

10. The application is subject to compliance with D.C. Law 2-38, the Human Rights Act of 1997.

DECISION

In consideration of the Findings of Fact and Conclusions of Law contained in this order, the Zoning Commission for the District of Columbia orders **APPROVAL** of this Application for a Consolidated Planned Unit Development and for a Zoning Map amendment from R-4 to R-5-C for the property located at 734 First Street, S.W. (Lot 830 in Square 643). The approval of this PUD is subject to the following guidelines, conditions and standards:

1. The PUD shall be developed in accordance with the site plan, architectural plans and landscape plan prepared by the architectural firm of Shalom Baranes and Associates, marked as Exhibits __ and __ in the record of this case, as modified by the guidelines, conditions, and standards of this order.

2. The subject property shall be rezoned from R-4 to R-5-C.

3. The development approved in this PUD shall be a mixed-use project comprising the preservation and reuse for nonprofit office use of the historic landmark Old Friendship Baptist Church, together with new construction of an L-shaped apartment house addition having 18-27 units.

4. One affordable dwelling unit shall be provided, subject to the following conditions:

   a) The affordable dwelling unit shall have no less than 700 square feet of gross floor area;

   b) The affordable unit shall be a rental unit maintained as affordable for twenty (20) years from the date of this Order;

   c) The rental unit shall be occupied by a household having seventy percent (70%) or less of Area Median Income ("AMI") as established annually by the D.C. Department of Housing and Community Development ("DHCD").

   d) The rent level for the affordable apartment and the qualifying household income level shall be based on the standards for the D.C. Housing Production Trust Fund as maintained by the D.C. Department of Housing and Community Development ("DHCD").

   e) The Applicant may rent the affordable unit to a qualifying household that is an employee of the nonprofit association to be located in the building or a teacher or artist at the Corcoran School of Art;

   f) On or about January 5 of each year, the Applicant and owner shall submit a statement to the Department of Housing and Community Development, copied to the Zoning Administrator, certifying that the rent level of the unit and the income level of the resident household continue to qualify as affordable at the 70% AMI level.

5. Nonprofit office use is authorized to occupy the historic church as well as adjacent floor space on the ground level of the north wing of new construction, as designated in the approved plans; provided, that:

   a. The nonprofit office space shall not exceed 10,000 square feet of gross floor area;

   b. Business hours shall be from 7:00 a.m. to 8:00 p.m.;

   c. The number of employees shall not exceed 40;

d. The project shall provide parking at a ratio of no less than 1 space per 1200 square feet of nonprofit space and one space per apartment; and

e. Lighting shall be arranged so that all direct rays are confined within the boundaries of the property.

6. The total floor area ratio (FAR) of the development shall not exceed 2.66 FAR, or 44,286 square feet of gross floor area, including 10,000 square feet devoted to nonprofit office use and 34,286 square feet devoted to residential use.

7. The height of the building shall not exceed 70 feet, and the maximum lot occupancy shall not exceed sixty-one (61) percent..

8. The development shall provide a minimum of 32 off-street parking spaces, including 23 spaces for the residential apartments and 9 spaces for the nonprofit office occupant, as shown on the approved plans.

9. Exterior materials shall include brick masonry, aluminum window mullions and an exterior metal panel system as shown in the architectural drawings and PowerPoint presentation.

10. The Applicant shall document to the Zoning Administrator that the LEED features as set forth in Finding of Fact No. 36f. are incorporated in the plans by following the accepted LEED application process and procedures as set forth in the "U.S. Green Building Council – LEED NC Version 2.1" publication.

11. The Applicant shall complete an oral history project regarding the Friendship Baptist Church with a budget of five thousand dollars ($5,000). Upon completion, the historical information shall be provided to the Washingtoniana collection at the Martin Luther King Jr. Library to allow maximum public access.

12. The Applicant shall, on a bi-monthly basis, remove litter from the area of the baseball diamonds on the portion of the Randall Recreation Center situated adjacent to the PUD Site.

12. The Applicant shall have flexibility in the design of the PUD in the following areas:

a. To vary the location and design of all interior components of the building, provided that the variations do not significantly change the exterior configuration of the building, and provided that interior partitions within the historic church structure shall not disrupt the exterior appearance of the structure, as determined by the Historic Preservation Review Board or its staff.

b. To vary the exterior design, materials and landscaping in accordance with final plans reviewed by the D.C. Historic Preservation Review Board but with no reduction in quality, based on availability at the time of construction.

c. To make minor refinements to exterior details and dimensions necessary to comply with the D.C. Building Code or otherwise necessary to obtain a final building permit.

d. To vary the location, number and arrangement of parking spaces, so long as the parking ratios set forth in Condition .5d above are complied with.

e. To vary the number of apartment units in the range of 18 to 27 apartments.

13. The Applicant shall execute the following agreements prior to the issuance of a final order:

(a) A First-Source Employment Agreement with the Department of Employment Services; and

(b) A Memorandum of Understanding with the District of Columbia Office of Local Business Development ("LSDBE") to ensure minority vendor participation.

14. Pursuant to 11 DCMR 2409.3, no building permit shall be issued for this planned unit development until the applicant has recorded a covenant in the land records of the District of Columbia, between the owner and the District of Columbia, that is satisfactory to the Office of the Corporation Counsel and the Zoning Regulations Division of the Department of Consumer and Regulatory Affairs (DCRA). This covenant shall bind the applicant and all successors in title to construct on and use the subject property in accordance with this order or any amendment thereof.

15. The Office of Zoning shall not release the record of this case to the Zoning Regulations Division of DCRA until the applicant has filed a certified copy of the covenant with the records of the Zoning Commission.

16. The PUD approved by the Zoning Commission shall be valid for a period of two years from the effective date of this order. Within such time, application shall be filed for a building permit as specified in 11 DCMR 2408.8 and 2409.1. Construction shall start within three years of the effective date of this order.

17. Pursuant to D.C. Code § 1-2531 (1991), Section 267 of D.C. Law 2-38, the Human Rights Act of 1977, the applicant is required to comply fully with the provisions of D.C. Law 2-38, as amended, codified at D.C. Code, Title 1, Chapter 25 (1991). Nothing in this order shall be understood to require the Zoning

Regulations Division of DCRA to approve permits if the applicant fails to comply with any provision of D.C. Law 2-38, as amended.

Vote of the Zoning Commission taken at its public meeting of_____, by a vote of _____. This order was adopted by the Zoning Commission at its public meeting of _____, 2005, by a vote of _____.

In accordance with the provisions of 11 DCMR 3028, this order shall become final and effective upon publication in the D.C. Register, that is, on _____.

CAROL J. MITTEN
Chairman
Zoning Commission

JERRILY R. KRESS, FAIA
Director
Office of Zoning

Exhibit B: **First Source Employment Document**

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: Zoning Commission Case No. 03-30

Contract Amount: _____

Project Name: Square 643 Associates LLC

Project Address: 734 First Street, S.W. Ward: 6

Nonprofit Organization: (Yes) _____ (No) X

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and Square 643 Associates LLC, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.

B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling $100,000 or more, to enter into a First Source Employment Agreement with DOES.

C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.

D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.

F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/ subcontract.

G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.

H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156 are included.

I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling $500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.

J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least $500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.

K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

II. RECRUITMENT

A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.

C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.

D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

IV. PLACEMENT

A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.

B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.

C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.

D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.

B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.

C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

VII. EXEMPTIONS

A. Contracts, subcontracts or other forms of government-assistance less than $100,000.

B. Employment openings the contractor will fill with individuals already employed by the company.

C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.

D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.

2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.

B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.

C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.

D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.

E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or

2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
   a. Material supporting a good faith effort to comply;
   b. Referrals provided by DOES and other referral sources; and
   c. Advertisement of job openings listed with DOES and other referral sources.

F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:

1. A good faith effort to comply is demonstrated by the contractor;

2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;
The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manasas, Manasas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loundon, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.

F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/ subcontract.

G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.

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D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

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DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

IV. PLACEMENT

A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.

B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.

C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.

D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.

B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.

C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

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A. Contracts, subcontracts or other forms of government-assistance less than $100,000.

B. Employment openings the contractor will fill with individuals already employed by the company.

C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.

D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.

2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.

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C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.

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1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or

2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
   a. Material supporting a good faith effort to comply;
   b. Referrals provided by DOES and other referral sources; and
   c. Advertisement of job openings listed with DOES and other referral sources.

F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:

1. A good faith effort to comply is demonstrated by the contractor;

2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;
The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manasas, Manasas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loundon, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or

4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.

G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.

H. Nonprofit organizations are exempted from the requirement that 51% of the new employees hired on the project be District residents.

I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

Dated this 5th day of July 20 05

Signed: Stephen Tanner

Department of Employment Services

Stephen Tanner
Signature of Employer

Square 643 Associates LLC
Name of Company

11 D Street, SE
Address

202-544-7911
Telephone

stanner@oakhillre.com
email

EMPLOYMENT PLAN

NAME OF FIRM Square 643 Associates LLC

ADDRESS 11 D Street, SE

TELEPHONE NUMBER 202-544-7911 FEDERAL IDENTIFICATION NO. _____

CONTACT PERSON Steve Tanner TITLE Principal

E-mail: _____ TYPE OF BUSINESS: _____

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT Construction FUNDING AMOUNT _____

PROJECTED START DATE TBD PROJECT DURATION TBD

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project. NO NEW JOBS CREATED FOR SQUARE 643 ASSOCIATES LLC. GENERAL CONTRACTOR AND SUBCONTRACTORS WILL BE HELD TO FIRST SOURCE AGREEMEN

	JOB TITLE	#OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D		XXX GENERAL CONTRACTOR HAS NOT YET BEEN HIRED XXX			
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

NAME OF EMPLOYEE	SOCIAL SECURITY NO.
Steve Tanner	020-50-8260

Revised 04/03

Exhibit C: LSDBE Application

ARNOLD & PORTER LLP

David L. Goldblatt
david.goldblatt@aporter.com

202.942.6674
202.942.5999 Fax

555 Twelfth Street, NW
Washington, DC 20004-1206

July 5, 2005

Mr. Moses Animashaun
Office of Local Business Development
441 4th Street, NW, Suite 970N
Washington, DC 20001

Re: Square 643 Associates LLC LSDBE MOU Application

Dear Mr. Animashaun:

As we discussed over the phone on July 5, 2005, I represent Square 643 Associates LLC ("Square 643"). Square 643 is applying for approval of a Planned Unit Development ("PUD") known as D.C. Zoning Commission Case No. 03-30. As part of the process in applying for a PUD Square 643 must commit to make a bona fide effort to utilize local, small, and disadvantaged business enterprises ("LSDBEs) certified by the D.C. Local Business Opportunity Commission in order to achieve, at a minimum, the goal of 35% LSDBE participation for the project to be created as a result of the PUD. I have attached for your review the following materials:

1) An Executive Summary for Square 643 Associates LLC PUD

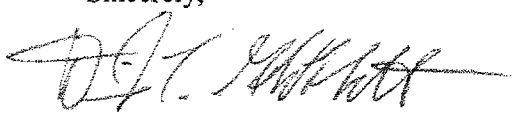
2) A List of the Project Team;

3) A LSDBE Budget Estimate; and

4) A Copy of the Revised Application to the DC Zoning Commission (Case No. 03-30).

Once you have reviewed the materials please contact me so that we can discuss further actions that must be taken to finalize the LSDBE MOU. Thank you for your assistance in this matter.

Sincerely,



David L. Goldblatt[1]

[1] Admitted only in New York; practicing law in the District of Columbia pending approval of application for admission to the D.C. Bar and under the supervision of principals of the firm who are members in good standing of the D.C. Bar.

Executive Summary
Square 643 Associates LLC
Planned Unit Development

Square 643 Associates LLC, Steve Tanner, Principal, proposed a Planned Unit Development ("PUD") for approval by the D.C. Zoning Commission under Chapter 24 of the D.C. Zoning Regulations.

The property that is the subject of the application is located near the intersection of Delaware Avenue and H Street, S.W., with a current address of 734 First Street, S.W. The lot has a land area of 16,643 square feet and is legally identified as Lot 830 in Square 643. The site is currently improved with the historic landmark Friendship Baptist Church (the "Church"). The Church will be preserved and restored and occupied by a nonprofit office tenant. An L-shaped apartment house addition to the Church will be constructed along the north and east (rear) ends of the Church. The apartment house will be four stories high on the north and seven stories on the east. There will be 22 to 27 apartment units, including affordable one unit reserved for occupancy by a household in the low-to-moderate income range. Thirty-two parking spaces will be provided – 9 for the nonprofit office use and 23 for the apartments, which will be condominiums. The application includes a request to rezone the property from R-4 to the R-5-C zone classification.

The maximum height of new construction is 70 feet and the gross floor area will be 10,000 square feet for the nonprofit office use and 34,286 square feet for the apartments for a total density of 2.66 FAR on the site. The Historic Preservation Review Board has granted conceptual design approval.

Project Team
Planned Unit Development at
734 1st Street, S.W.
Zoning Commission Case No. 03-30

Square 643 Associates, LLC
Stephen M. Tanner, Principal

Shalom Baranes Associates
Architects

Arnold & Porter LLP
Land Use Counsel

LSDBE BUDGET ESTIMATE

Square 643 Associates LLC
734 First Street, SW, Washington DC Project
Square 643, Lot 830 Development (PUD)

PRELIMINARY BUDGET ESTIMATE OF DEVELOPMENT COSTS

I. HARD COSTS BUDGET

Hard Cost Estimate: $10,250,000

II. SOFT COSTS BUDGET

Soft Cost Estimate $2,250,000

III. ADMINISTRATIVE COSTS BUDGET

Legal Fees Estimate $50,000

IV. POST CONSTRUCTION COSTS BUDGET

N/A: leases or paid by Condo owners $0

V. **TOTALS**

Total Estimated Development Budget: (i.e. Hard + Soft + Administrative + Post Construction Costs)	$12,550,000
Certified LSDBE Participation Amount: (i.e. Total Estimated Development Budget at 35%)	$4,392,500
LSDBE Percentage	35%