(20)

Holland & Knight

Tel 202 955 3000
Fax 202 955 5564

Holland & Knight LLP
2099 Pennsylvania Avenue, N.W., Suite 100
Washington, D.C. 20006
www.hklaw.com

Leila M. Jackson Batties
202 419 2583
leila.batties@hklaw.com

RECEIVED
D.C. OFFICE OF ZONING
2005 NOV 15 PM 2:59

November 15, 2005

VIA HAND DELIVERY

Zoning Commission for the
District of Columbia
441 Fourth Street, N.W., Suite 210
Washington, D.C. 20001

Re: Zoning Commission Case No. 05-22
Consolidated PUD - Level 2 Development, LLC / Supplemental Filing

Dear Members of the Zoning Commission:

In accordance with Section 3013 of the Zoning Regulations, we respectfully submit this supplemental filing in support of the above-referenced application (the "Application"), which is scheduled to be heard before the Commission on December 5, 2005.

Specifically, we have enclosed the following item for your consideration:

One original and twenty copies of a letter from the South Columbia Heights Neighborhood Association expressing support for the Application.

We remain hopeful of the Zoning Commission's favorable consideration of the Application. Thank you for your attention to this matter.

Sincerely,

HOLLAND & KNIGHT, LLP

Leila Batties

Leila M. Jackson Batties

[redacted] District of Columbia
CASE NO. 05-22
EXHIBIT NO. 22

Cc: Advisory Neighborhood Commission 1B (c/o Philip Spalding, via U.S. Mail)
Ms. Jennifer Steingasser, Office of Planning (via hand delivery)
Mr. Abdoulaye Bah, Dept. of Public Works, Office of Policy & Planning (via hand delivery)
Mr. Kenneth Laden, Dept. of Transportation (via hand delivery)

ZONING COMMISSION
District of Columbia
CASE NO.05-22
EXHIBIT NO.22

14 November 2005

Jon Kardon
Level 2 Development
1612 U Street NW
Suite 401
Washington, DC 20009

RE: "View 14", 14th and Florida Avenue Northwest, Level 2 Development – Concept Plan Review by SoCoHts NA

Dear Jon

Thank you for joining us at our September 21st meeting to present the architectural renderings and scope of work planned for the View 14 project on the former Petrovich Motors Site.

We were impressed with the level of effort made by Level 2 Development to provide a true "gateway" building for the Columbia Heights retail and residential community. We appreciated the design's attempts to address grade and leveling issues with surrounding buildings and scale of construction.

Although no specific retail was identified for the project, we remain confident that Level 2 Development will strive to provide quality retail that would rival those already in place with PN Hoffman's and Donatelli and Klein's completed facilities along U and 14th Streets. We continue to hope for a sit down restaurant.

This is Level 2 Development's first project within SoCoHts's boundaries and we look forward to working with you on View 14. As a new member of our community, we also look forward to Level 2 Development's participation in local initiatives and projects to improve public safety and quality of life.

To a new and supportive relationship,

Gus Ventura
South Columbia Heights Neighborhood Association
President

cc:
Councilmember Jim Graham

14th STREET & FLORIDA AVENUE, NW
A PLANNED UNIT DEVELOPMENT

REVISION 2005-11-15



VIEW 14

N.W. WASHINGTON DC

OWNER / DEVELOPER:
Level 2 Development, LLC

LAND USE COUNSEL:
Holland & Knight, LLP

ARCHITECTS:
SK&I Architectural Design Group, LLC

STRUCTURAL ENGINEERS:
Tradjer-Cohen-Edelson Associates, Inc.

CIVIL ENGINEERS:
Wiles Mensch Corporation

TRAFFIC CONSULTANT
Wells & Associates, LLC

MEP CONSULTANT
Ght Limited

RECEIVED
D.C. OFFICE OF ZONING
2005 NOV 15 PM 3 08

SHEET INDEX

DRAWING INDEX

NO.	TITLE
A00	COVER SHEET
D01	DEVELOPMENT DATA
S01	EXISTING SURVEY
S02	SITE PLAN
S03.1	ARCH. PLAN - RESID. TRUCK INBOUND
S03.2	ARCH. PLAN - RESID. TRUCK OUTBOUND
S03.3	ARCH. PLAN - RETAIL TRUCK INBOUND
S03.4	ARCH. PLAN - RETAIL TRUCK OUTBOUND
S03.5	ARCH. PLAN - VAN INBOUND
S03.6	ARCH. PLAN - VAN OUTBOUND
S04	LANDSCAPE PLAN
S05	UTILITY PLAN
S06	SEDIMENTATION AND EROSION CONTROL PLAN
	ARCHITECTURAL DRAWINGS
A01	GARAGE LEVEL PLANS
A02	GROUND LEVEL PLAN
A03	FIRST LEVEL PLAN
A04	2ND THROUGH 9TH LEVEL PLANS
A04.1	10TH FLOOR PLAN - MECHANICAL
A05	ROOF PLAN
A06	SECTIONS 1 & 2
A07	SECTIONS 3,4 & 5 - PARAPET DETAIL
A08	ELEVATIONS
A09	ELEVATIONS
A09.1	MATERIAL SELECTION
A10	PERSPECTIVES
A11	PERSPECTIVES

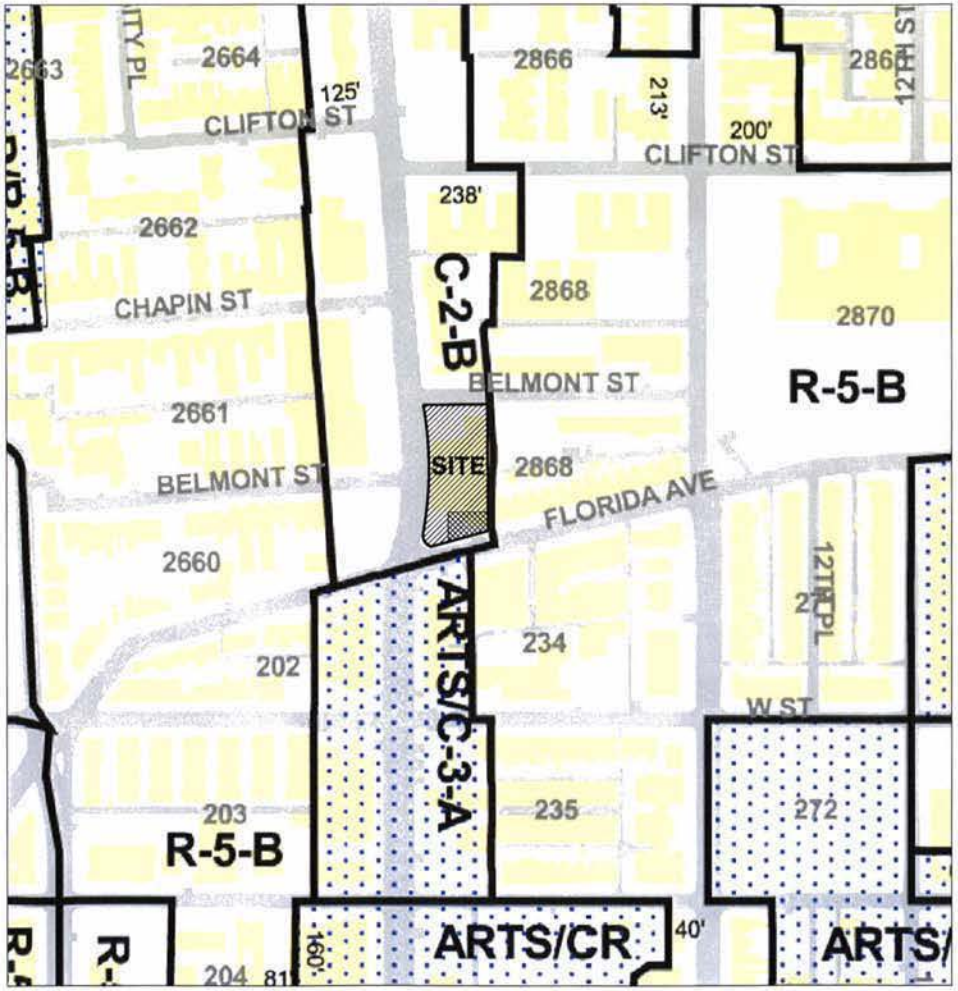
District of Columbia
CASE NO. 05-22
EXHIBIT NO. 22

Scale: NTS
Date: 2005-11-15

SK&I

LEVEL 2 Development

A00



ZONING TABULATION

SQUARE:	2868	
LOTS:	LOT 119	(EXISTING 3 STORY INDUSTRIAL BUILDING)
	LOT 122	(EXISTING COMCAST SITE)
ZONE:	CURRENTLY C-2-B	PROPOSED C-2-B
SITE AREA:	LOT 119	= 28,106 SF
	RESID. PART OF LOT 122	= 3,172 SF
	COMCAST PART OF LOT 122	= 3,079 SF
	TOTAL	34,357 SF

SK | Architectural Design Group, LLC

Project : View 14
Client : Level 2

11/14/2005

ZONING TABULATION

LOT DATA

SQUARE:	2868	
LOTS:	LOT 119	EXISTING 3 STORY INDUSTRIAL BUILDING
	LOT 122	EXISTING COMCAST SITE
ZONE:	CURRENTLY C-2-B	PROPOSED C-2-B
SITE AREA:	LOT 119	28,106 SF
	RESID. PART OF LOT 122	3,172 SF
	COMCAST PART OF LOT 122	3,079 SF
	TOTAL	34,357 SF

9 STORY RESIDENTIAL BUILDING + COMCAST EXISTING BUILDING

C-2-B / PUD

	REQUIRED/ ALLOWED PUD	PROVIDED 9 STORY RESID. BUILDING	PROVIDED COMCAST EXISTING. BUILDING
MINIMUM LOT AREA:	N/A	31,278 SF	3,079 SF
MINIMUM LOT WIDTH:	N/A	120' (average)	
FAR:	6.0	6.0	0.5
GROSS FLOOR AREA RESIDENTIAL:	206,142	173,765 SF +	
GROSS FLOOR AREA RETAIL:	68,714	13,903	
GROSS FLOOR AREA TOTAL:	206,142 SF	187,668 SF	1,543 SF +
LOT OCCUPANCY:	80%	72.5%	50.0%
BUILDING HEIGHT:	90' MAX.	90'	15'
PENTHOUSE HEIGHT:	18.5 ' MAX.	18.5 ' MAX.	NONE
PENTHOUSE AREA:	11,573 SF MAX.	6,961	NONE
REAR YARD:	15'	15'+	NONE
SIDE YARD:	NONE REQUIRED	NONE	NONE
OPEN COURT WIDTH:	4" per foot of height	136'	NONE
PARKING:	Resid = 1per 3 Dw = 58 SPACES	136	NONE
	Retail = 15 SPACES	15 SPACES ‡	NONE
	Total = 73 SPACES	151	NONE
LOADING:	Resid = 1@55	Resid = 1@55	NONE
	+ 1@37	+ 1@37	NONE
	Retail = 1@30	Retail = 1@30	NONE

NOTES:
1 GROSS FLOOR AREA
A) GROSS FLOOR AREA = GROSS MEASURED AREA x 96. THIS FACTOR PROVIDES FOR A MECHANICAL SHAFT REDUCTION
B) GROSS FLOOR AREA DOES NOT INCLUDE: 1) BAYS PROJECTING OVER PROPERTY LINE ON 14TH ST AND FLORIDA AV., 2) PARKING ACCESS RAMPS, AND 3) SPACES WITH STRUCTURAL HEADROOM CLEARANCE LESS THAN 8'-6"
2 RETAIL FAR = 13.15/ref. /SPACE per 750sf above 3,000SF- SPACES REQUIRED =14
3 IF OPTIONAL BASEMENT RETAIL (3) AND (2) IS NOT DEVELOPED IN FINAL PROJECT, THAT AREA CAN HOLD 54 ADDITIONAL CAR SPACES. IN THAT CASE (2) WILL NOT BE BUILT
4 EXISTING BUILDING AREA TO REMAIN

VIEW 14

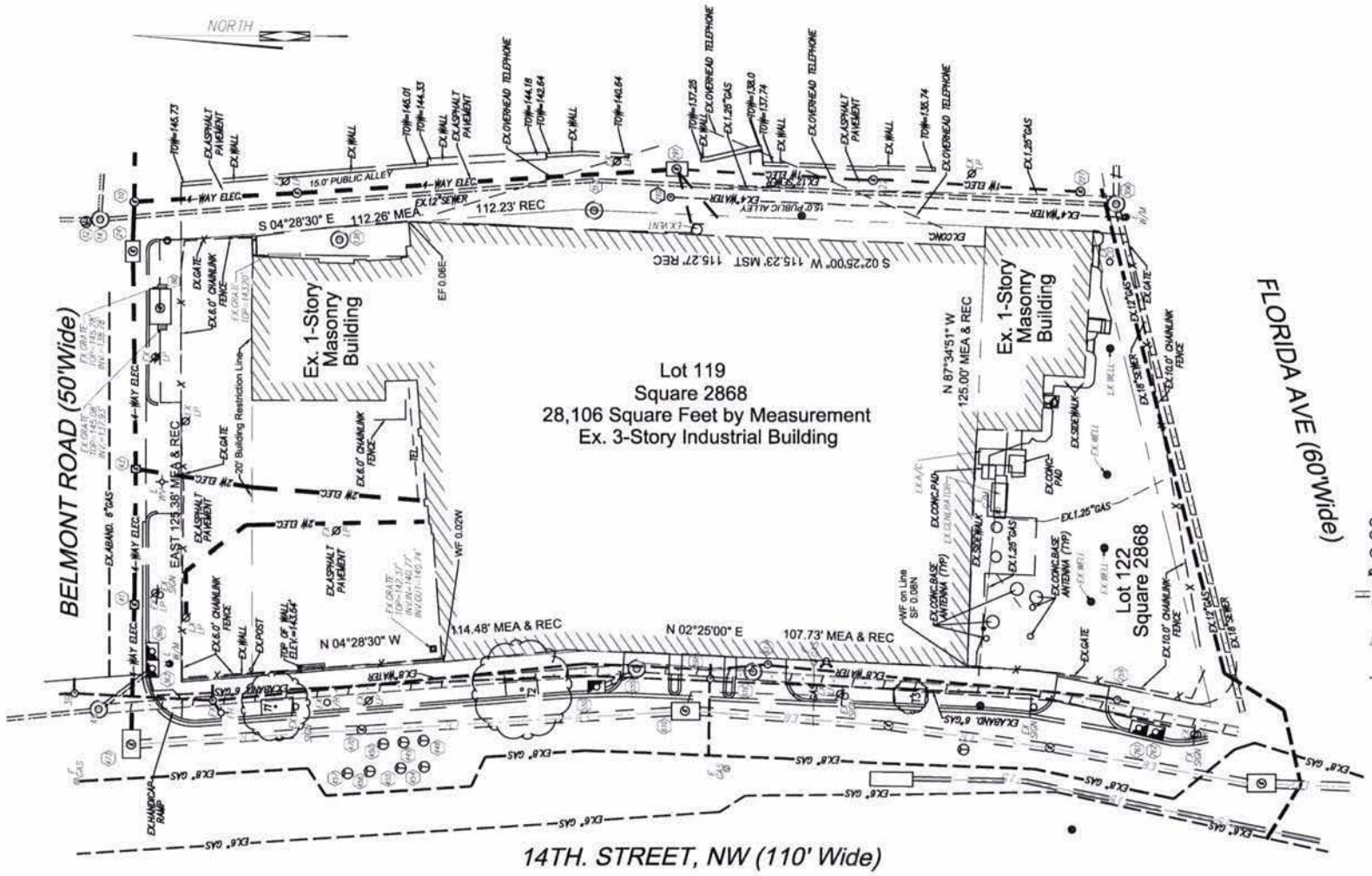
N.W. WASHINGTON DC

LEVEL 2 Development

SK&I

Scale: NTS
Date: 2006-11-15

D01



STORM/SEWER TABLE

TOP=133.25
INV.OUT= 117.25

10 TOP=144.94
INV.OUT= 139.89

12 TOP=145.49
INV.OUT= 143.49

138 SAN.TOP= 142.86
INV.OUT= 142.86 To FOT OIL

14 SAN.TOP= 145.40
INV.IN = 136.39 To 12IN
INV.IN = 135.17 To 12IN
INV.OUT= 135.13 To 12IN

148 TOP=143.39
INV.OUT= 139.39

191 TOP=136.10
INV.OUT= 128.70

210 TOP=136.37
INV.OUT= 133.27

222 TOP=132.07
INV.OUT= 127.53

227 TOP=127.52
INV.OUT= 124.78

24 TOP=144.89
INV.OUT= 137.04

306 SAN.TOP= 127.28
INV.IN = 119.76 To 12IN
INV.IN = 119.07 To 18IN
INV.OUT= 118.98 To 18IN

317 TOP=137.64
INV.OUT= 131.49

360 STM.TOP= 143.73
INV.OUT= 143.72 To FOT

362 STM.TOP= 143.67
INV.OUT= 143.67 To FOT

45 SAN.TOP= 143.89
INV.IN = 139.87 To 12IN
INV.IN = 137.83 To 12IN
INV.IN = 132.38 To 24IN
INV.OUT= 132.17 To 24IN

450 TOP=140.31
INV.OUT= 128.11

454 TOP=140.04
INV.OUT= 129.24

455 TOP=140.30

456 TOP=140.66

457 TOP=140.98
INV.OUT= 130.78

470 TOP=140.46
INV.OUT= 137.76

473 TOP=143.44
INV.OUT= 136.09

500 SAN.TOP= 137.93

39 TOP=144.23
INV.OUT= 141.13

390 TOP=142.72
INV.OUT= 138.57

41 TOP=143.84
INV.OUT= 140.09

43 TOP=144.11
INV.OUT= 141.46

448 TOP=139.83
INV.OUT= 123.72

449 TOP=140.08

555 SAN.TOP= 137.60
INV.IN = 134.43 To 15IN
INV.IN = 126.56 To 24IN
INV.OUT= 126.47 To 24IN

598 TOP=138.66
INV.OUT= 133.41

610 TOP=136.47
INV.OUT= 129.52

616 TOP=136.32

617 TOP=136.25
INV.OUT= 132.30

759 TOP=131.82
INV.OUT= 128.62

761 STM.TOP= 131.48

782 STM.TOP= 131.32

86 TOP=145.15
INV.OUT= 137.15

TREE TABLE

T1 5" OAK
T2 24" OAK
T3 3" OAK

LEGEND

- ELECTRIC LINE & MH
- TELEPHONE LINE & MH
- LIGHT POST & TRAFFIC LIGHT
- SEWER & MH
- STORM INLET
- GAS LINE & VALVE
- ABANDONED GAS LINE
- WATER LINE & MH
- FIRE HYDRANT
- WATER VALVE
- BOLLARD
- SPOT ELEVATIONS
- TREES
- CONCRETE
- SIGN
- CLEANOUT
- CONTOURS
- LIGHT FIXTURE
- STORM MANHOLE

VIEW 14

EXISTING CONDITIONS PLAN

0 15' 30' 60' 120'

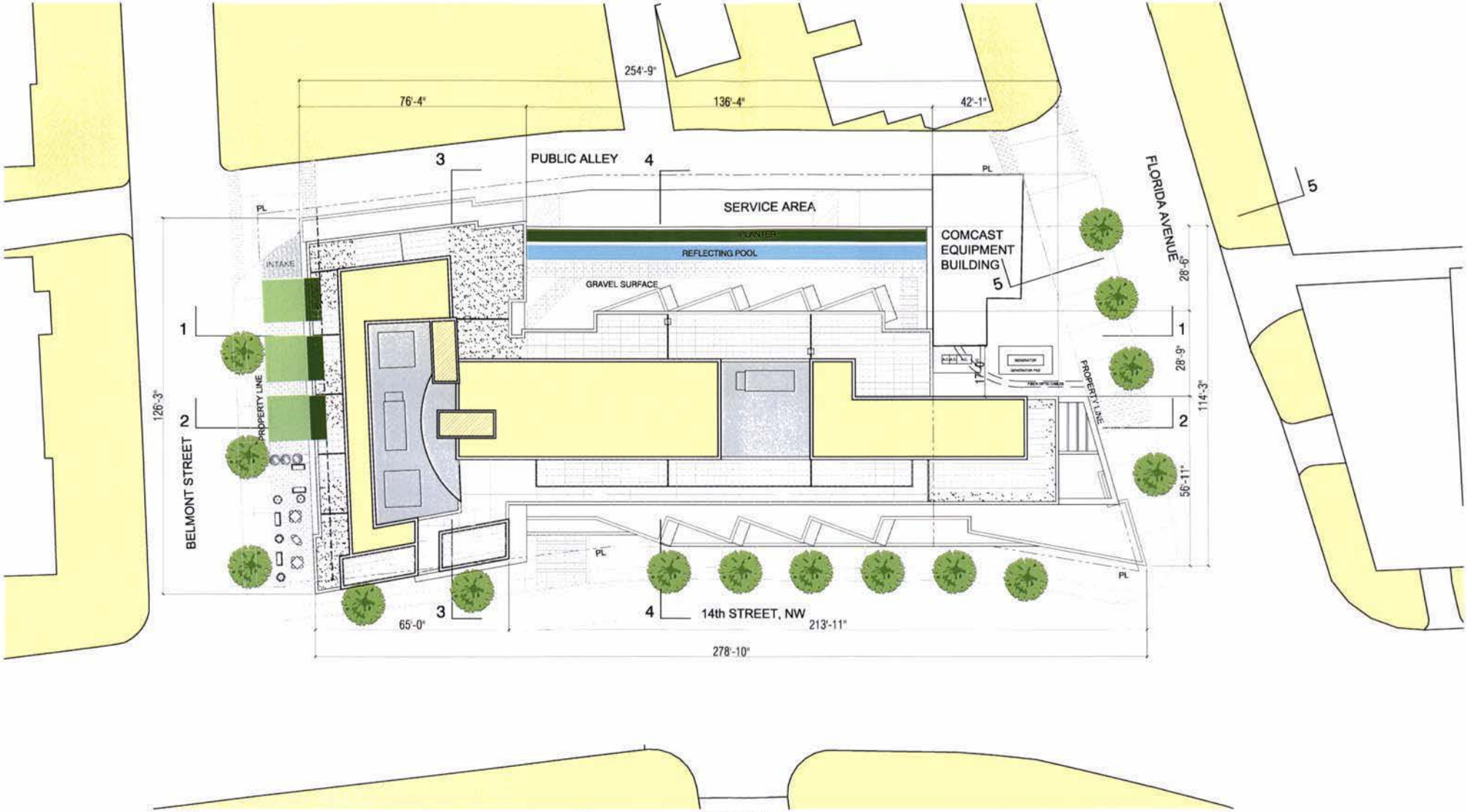
N.W. WASHINGTON DC

LEVEL 2 Development

SK&I

Scale: GRAPHIC
Date: 2005-11-08

S01



1 SITE PLAN

0 15' 30' 60' 120'

VIEW 14

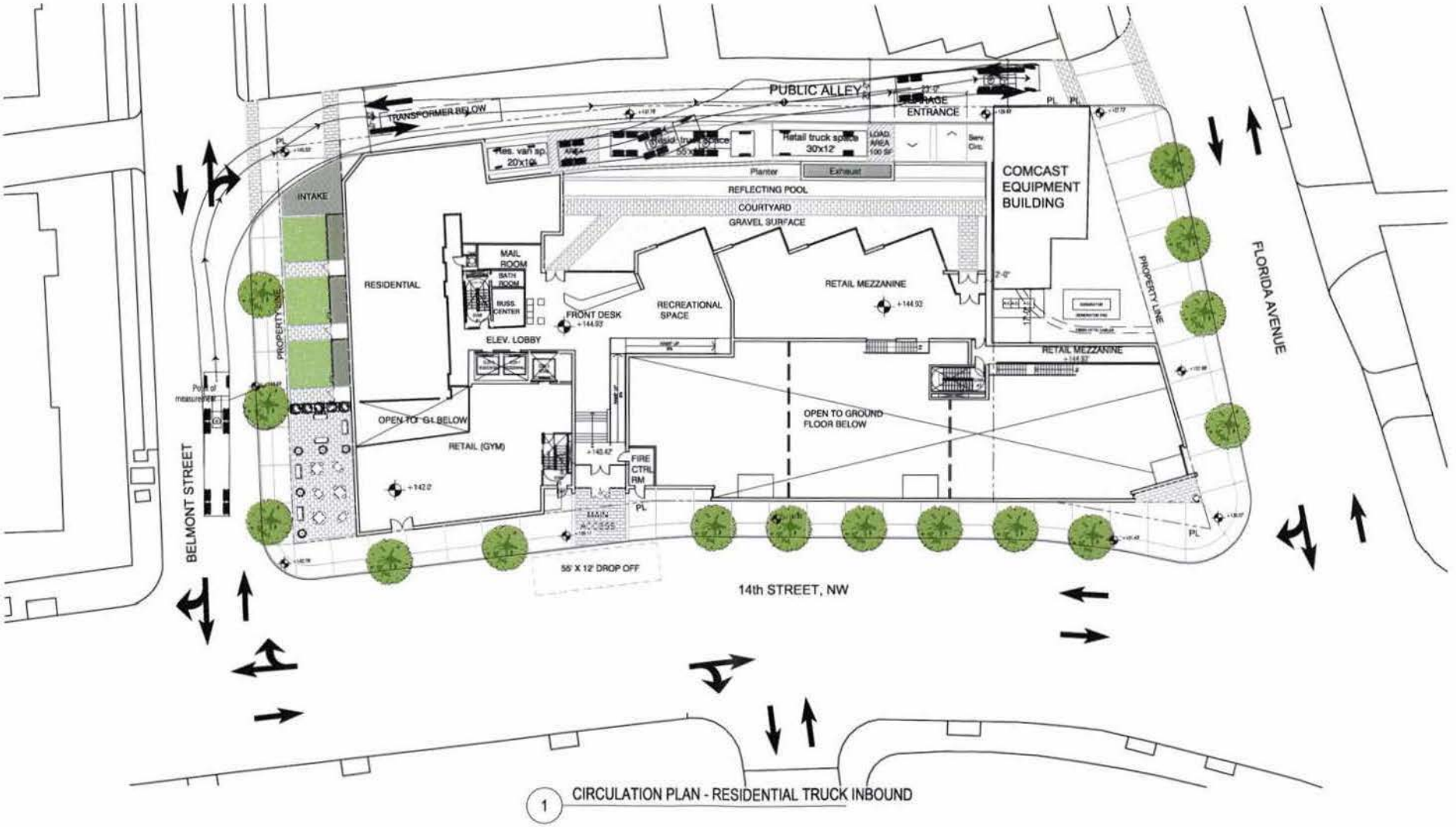
N.W. WASHINGTON DC

LEVEL 2 Development

SK&I

GRAPHIC
Scale:
Date: 2005-11-15

S02



1 CIRCULATION PLAN - RESIDENTIAL TRUCK INBOUND

VIEW 14

NW, WASHINGTON DC

0 15' 30' 60' 120'

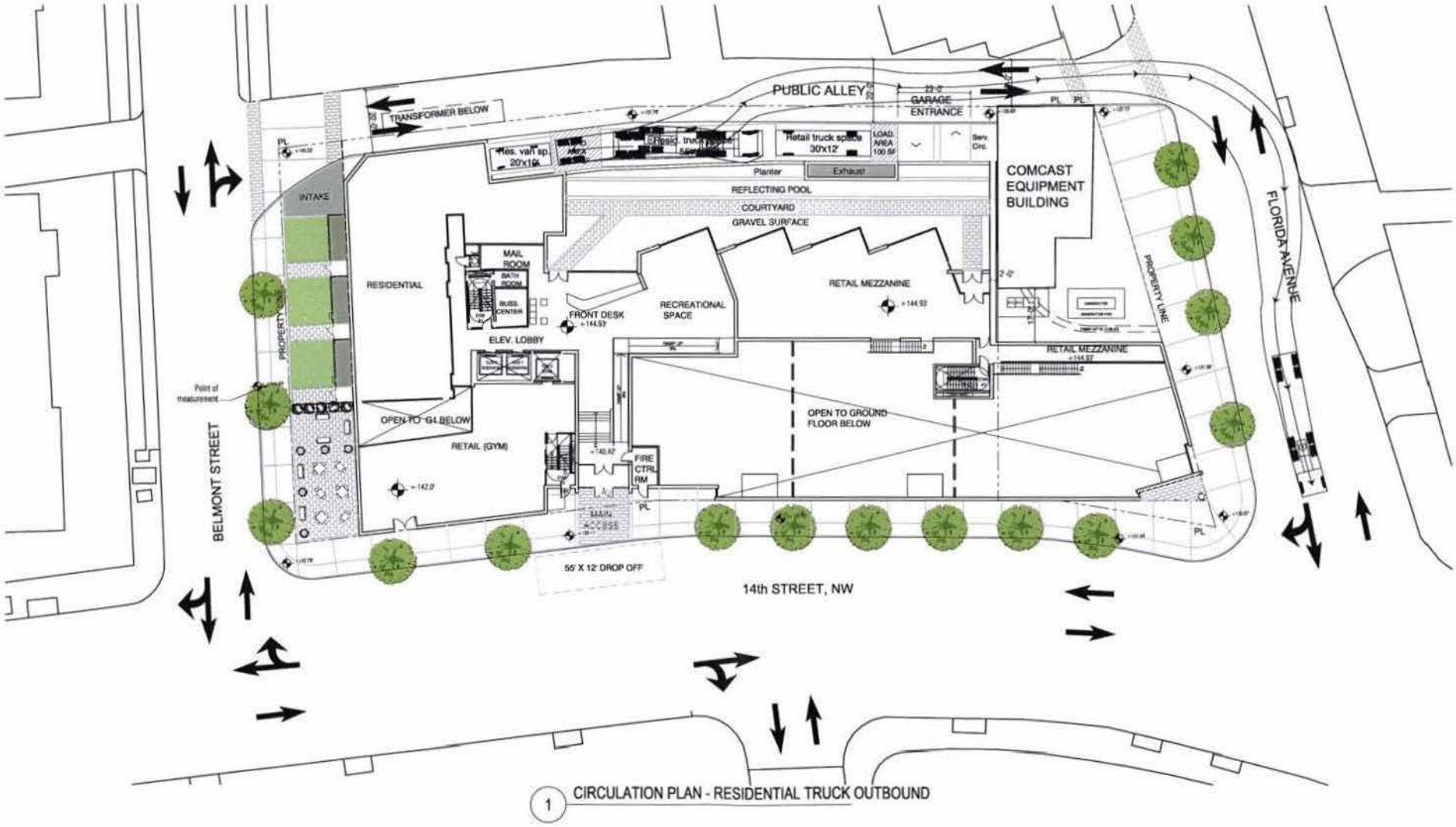
WELLS & ASSOCIATES, LLC

TRAFFIC, TRANSPORTATION, AND PARKING CONSULTANTS

LEVEL 2 Developement

SK&I

S03.1



1 CIRCULATION PLAN - RESIDENTIAL TRUCK OUTBOUND

VIEW 14

NW, WASHINGTON DC

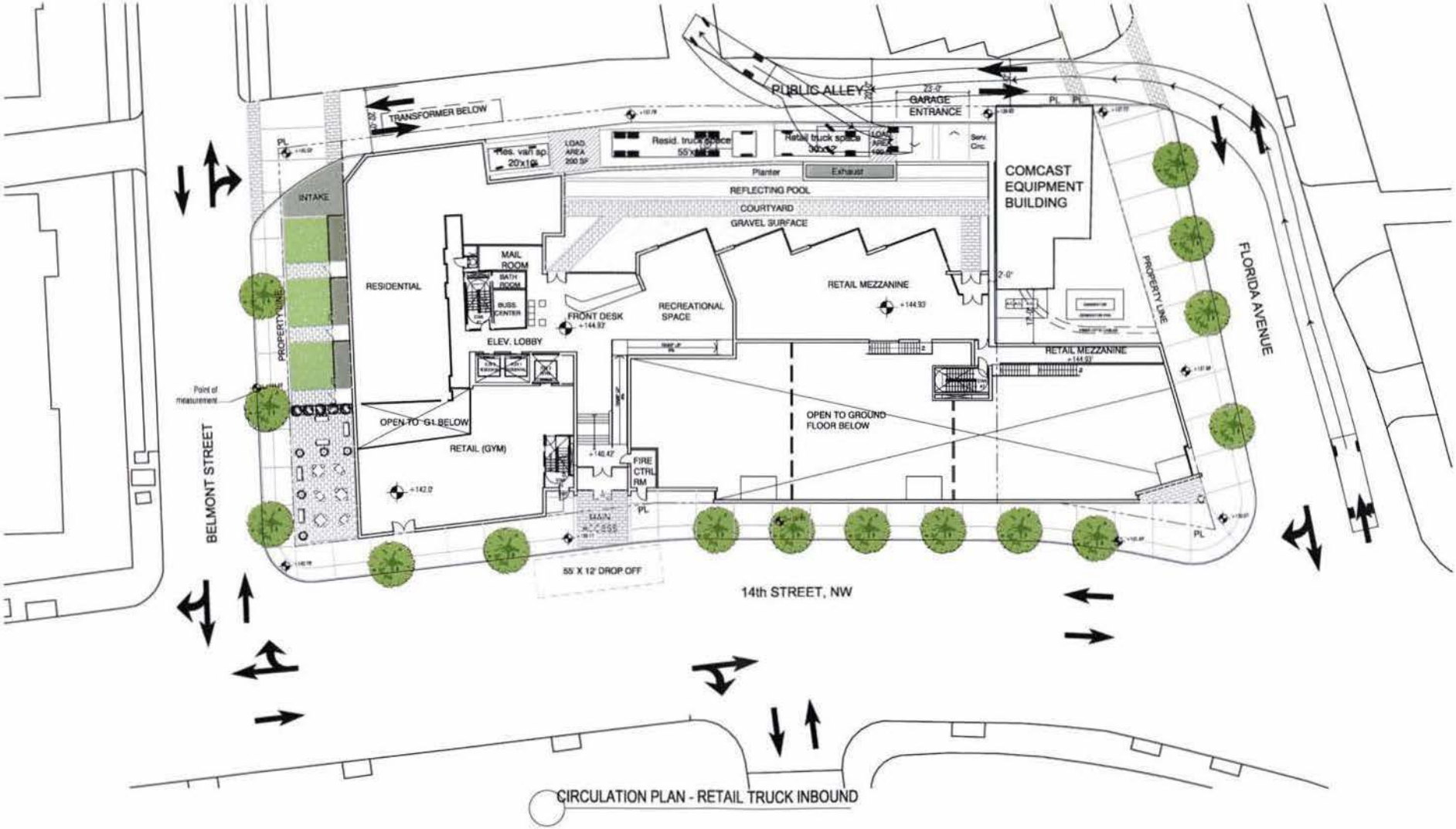
0 15' 30' 60' 120'

WELLS & ASSOCIATES, LLC
TRAFFIC, TRANSPORTATION, and PARKING CONSULTANTS

LEVEL 2 Developement

SK&I

S03.2



VIEW 14

NW, WASHINGTON DC

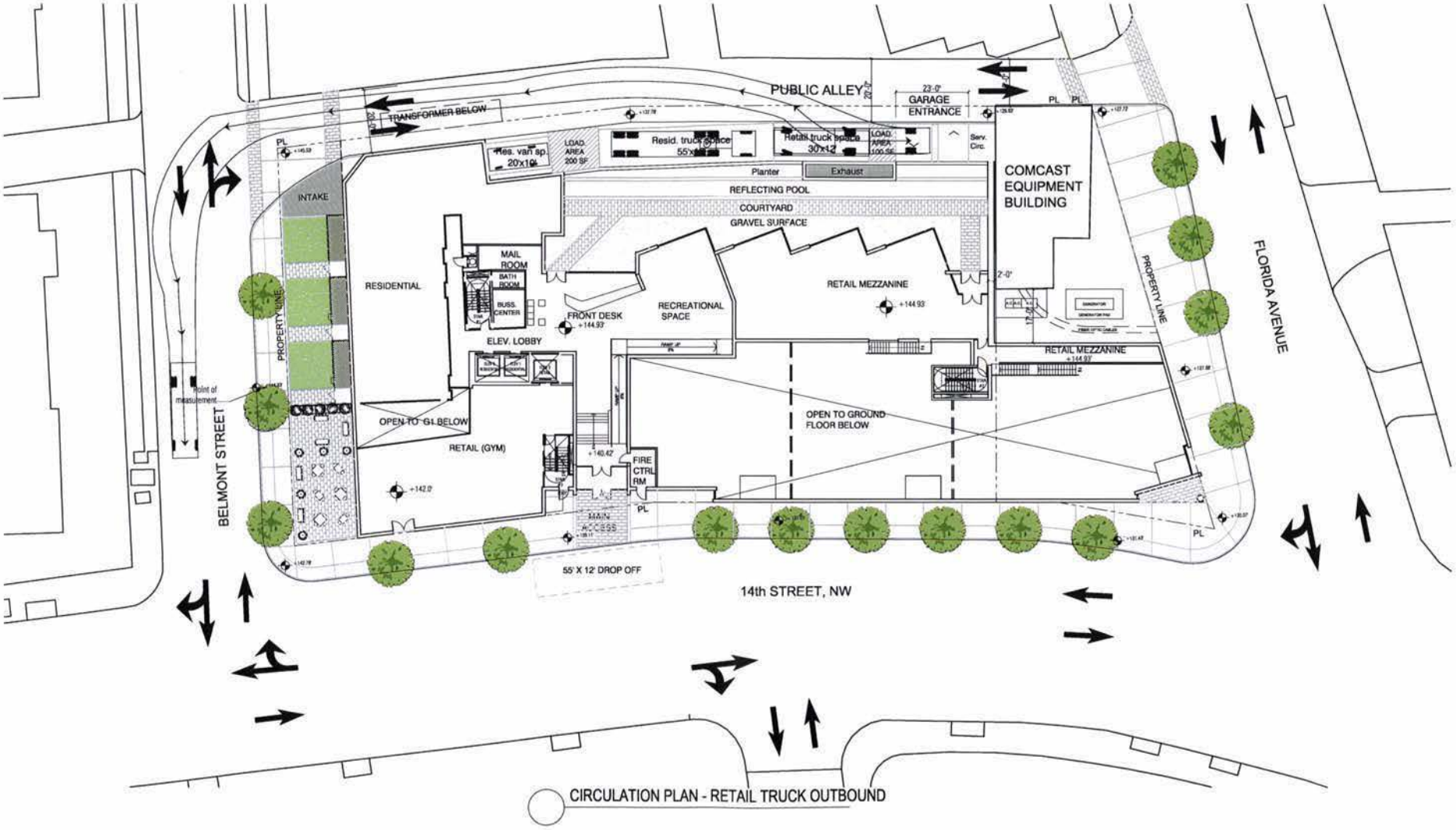
0 15' 30' 60' 120'

WELLS & ASSOCIATES, LLC
TRAFFIC, TRANSPORTATION, and PARKING CONSULTANTS

LEVEL 2 Developement

SK&I

S03.3



VIEW 14

NW, WASHINGTON DC

0 15' 30' 60' 120'

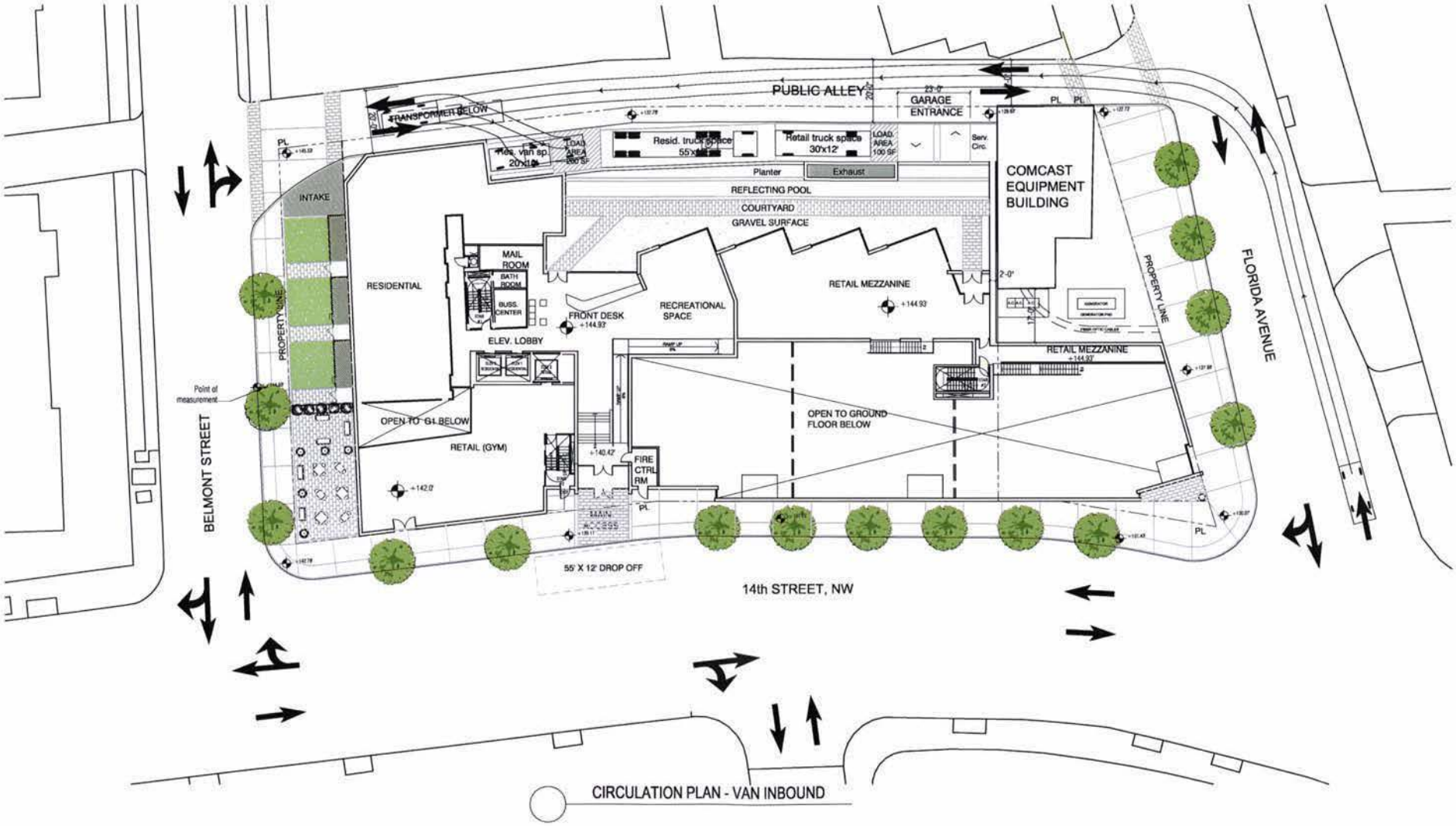
WELLS & ASSOCIATES, LLC
TRAFFIC, TRANSPORTATION, and PARKING CONSULTANTS

LEVEL 2 Developement

SK&I

Scale: 1" = 30'
Date: 11/08/2005

S03.4



VIEW 14

NW, WASHINGTON DC

0 15' 30' 60' 120'

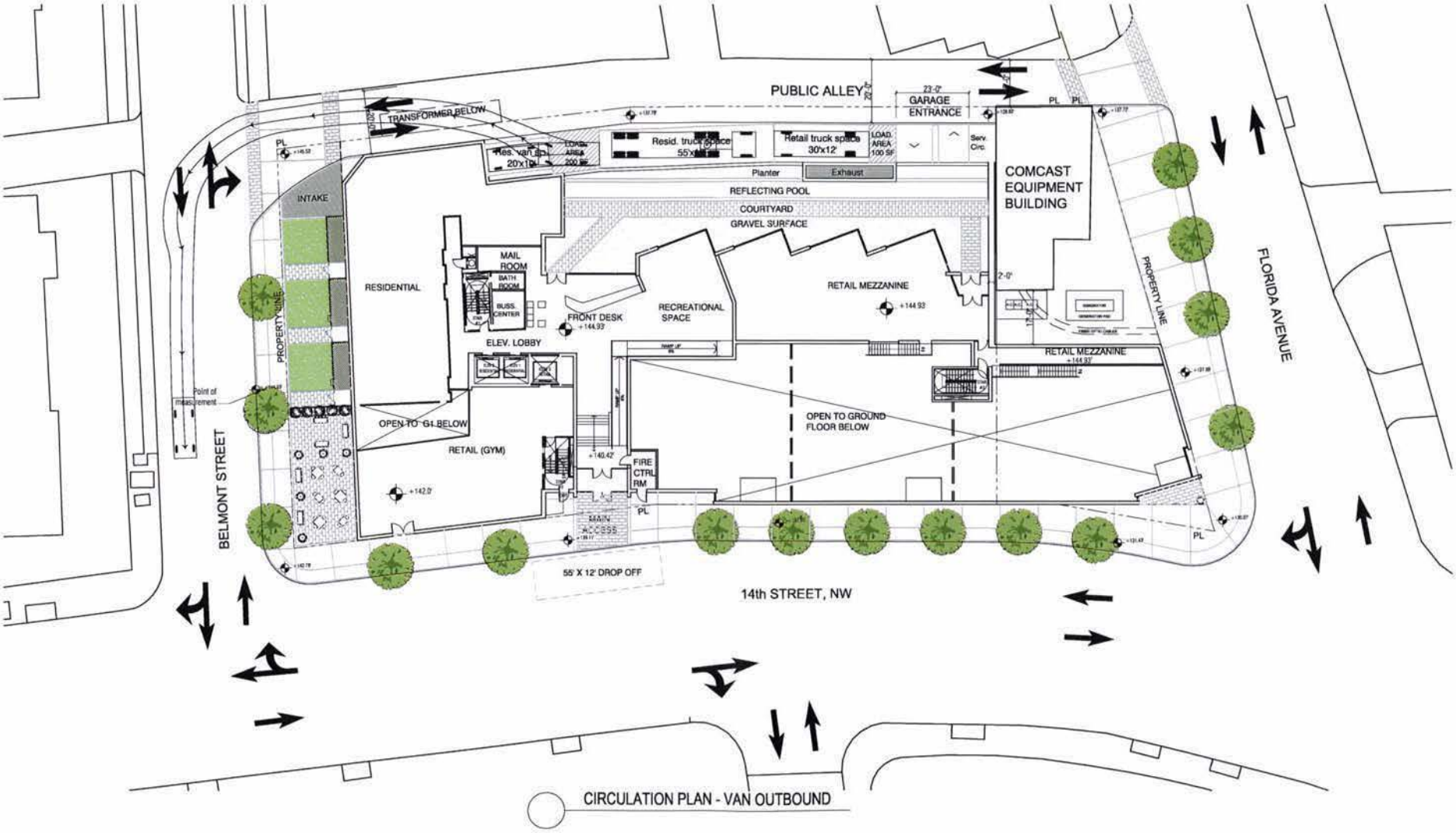
WELLS & ASSOCIATES, LLC
TRAFFIC, TRANSPORTATION, and PARKING CONSULTANTS

LEVEL 2 Developement

SK&I

Scale: 1" = 30'
Date: 11/08/2005

S03.5



VIEW 14

NW, WASHINGTON DC

0 15' 30' 60' 120'

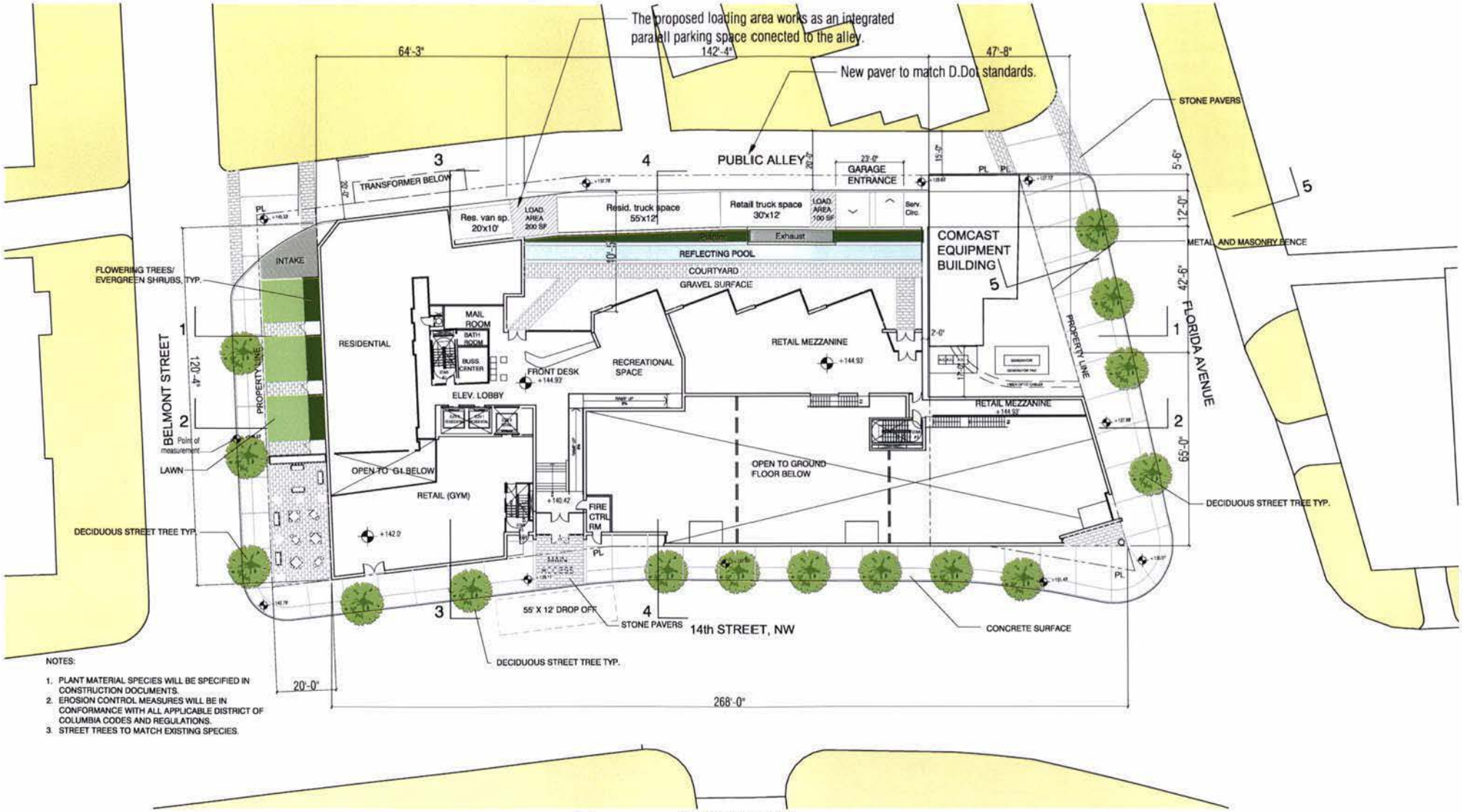
WELLS & ASSOCIATES, LLC
TRAFFIC, TRANSPORTATION, and PARKING CONSULTANTS

LEVEL 2 Developement

SK&I

Scale: 1" = 30'
Date: 11/08/2005

S03.6



1 LANDSCAPE PLAN

0 15' 30' 60' 120'

VIEW 14

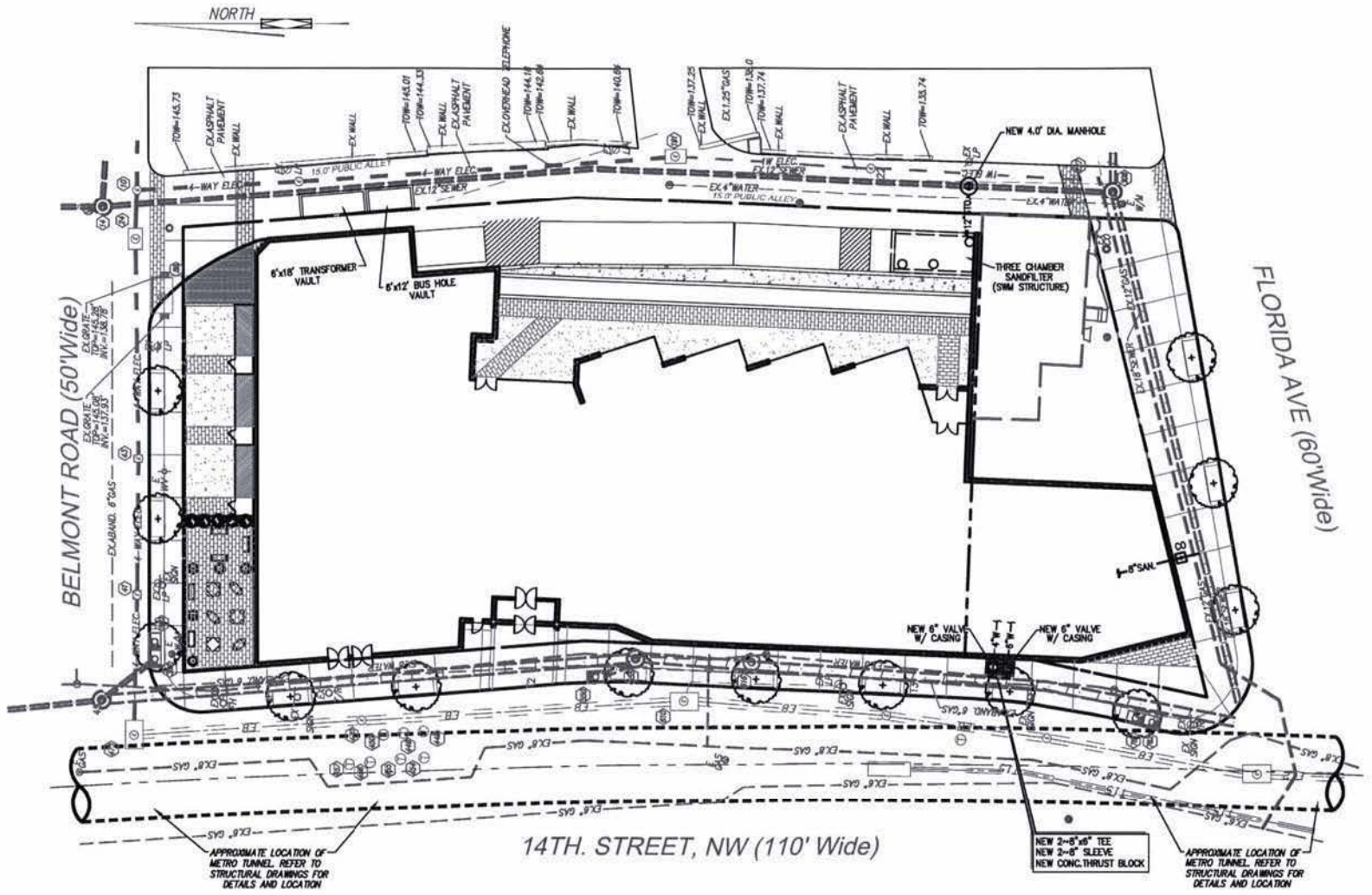
N.W. WASHINGTON DC

LEVEL 2 Development

SK&I

GRAPHIC Scale Date 2008-11-15

S04



VIEW 14

N.W. WASHINGTON DC

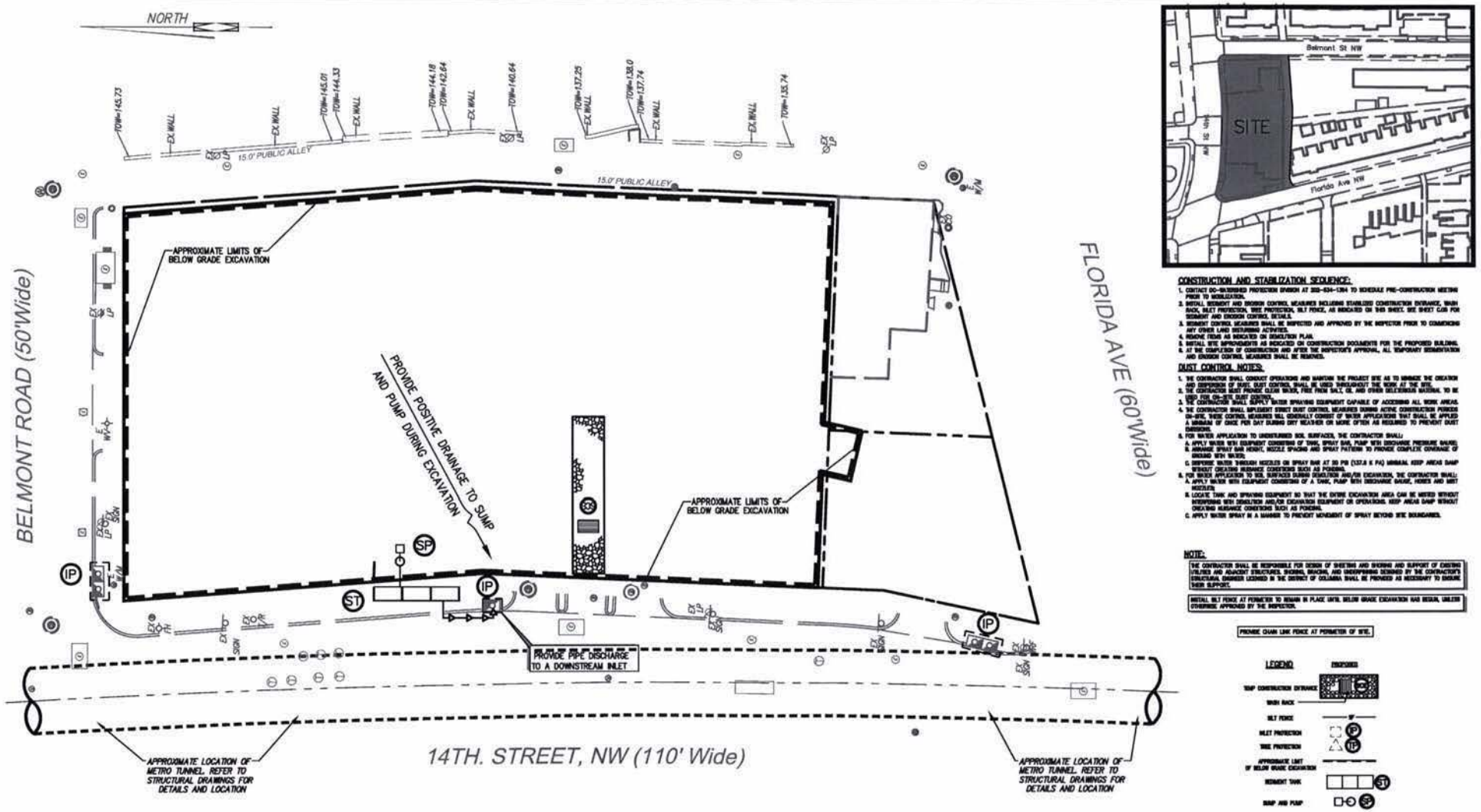
UTILITY PLAN

WILES MENSCH CORPORATION

LEVEL 2 Development

SK&I

S-05



VIEW 14

N.W. WASHINGTON DC

SEDIMENTATION AND EROSION CONTROL PLAN

WILES MENSCH CORPORATION

Planning, Engineering, Surveying & Landscape Architecture 11995 Sunrise Valley Drive Suite 300 Reston, Virginia 20191 (T) 703.391.7600 (F) 703.264.0566 www.wilesmensch.com

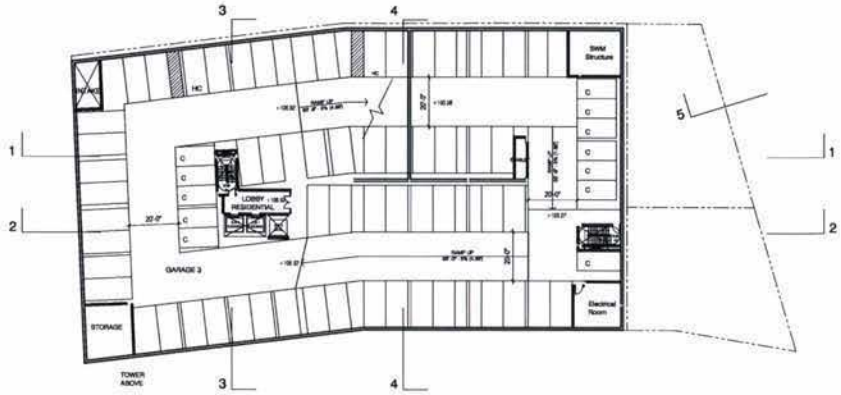
LEVEL 2 Development

SK&I

Scale: 1" = 30'
Date: 2020-21-05

DWG NO.

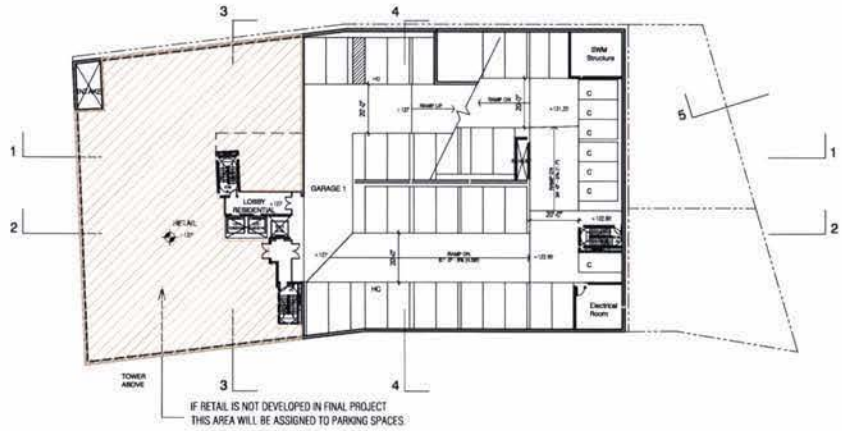
S-06



1 GARAGE 3 LEVEL



2 GARAGE 2 LEVEL



3 GARAGE 1 LEVEL

Garage Tabulations

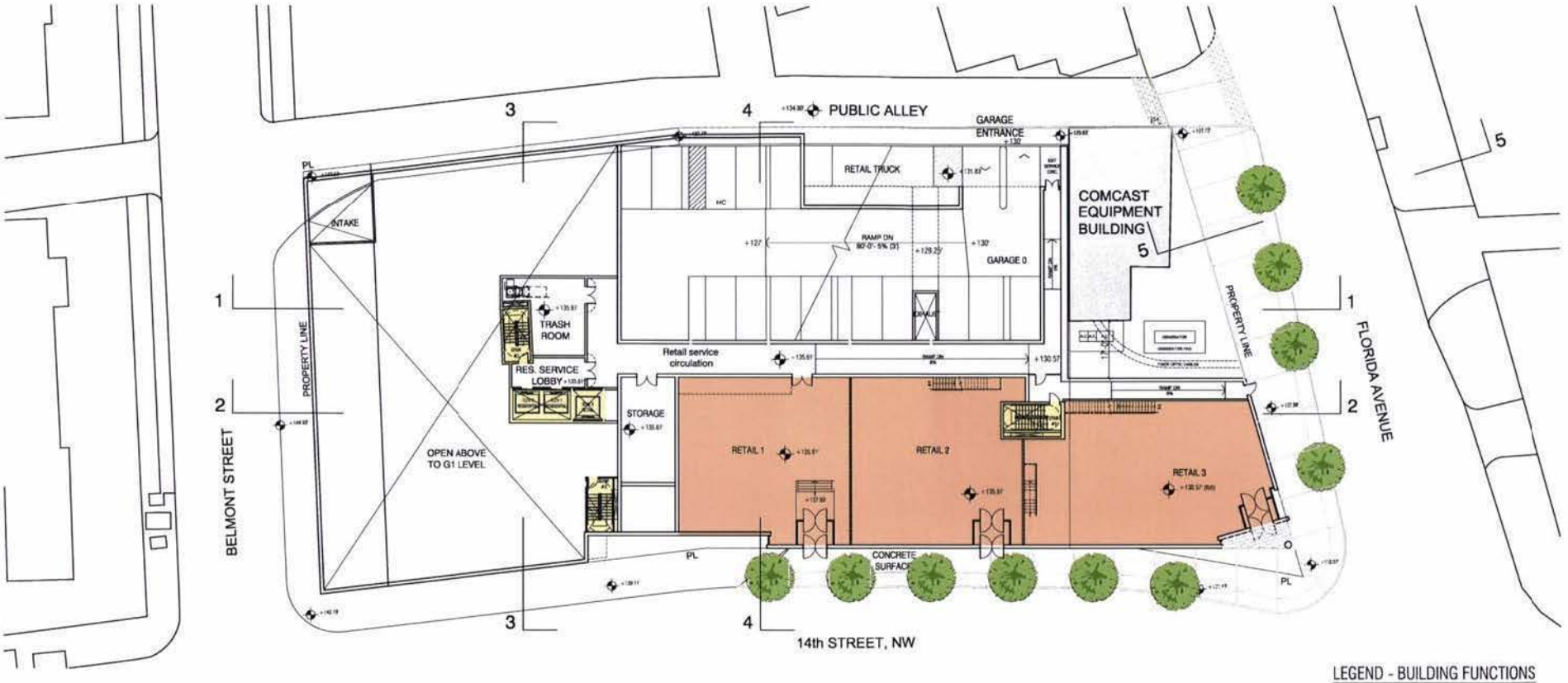
Spots Per Level	Standard	Compact	HC	Total
Ground	5	0	0	5
G1	30	6	2	38
G2	32	6	2	40
G3	55	11	2	68
Total	122	23	6	151

G1 (optional to G1 Retail)	22	5	0	27
G2 (optional to G2 Retail)	22	5	0	27
Total				54

NOTE:
ALL STANDARD PARKING SPACES ARE 19'X9' MIN.,
ALL COMPACT PARKING SPACES ARE 16'X8' MIN.

LEGEND - BUILDING FUNCTIONS

- RED SHOWS COMMERCIAL RETAIL
- YELLOW SHOWS CIRCULATION AND CORE ELEMENTS
- ORANGE SHOWS RESIDENTIAL



1 GROUND LEVEL

LEGEND - BUILDING FUNCTIONS

- RED SHOWS COMMERCIAL RETAIL
- YELLOW SHOWS CIRCULATION AND CORE ELEMENTS
- ORANGE SHOWS RESIDENTIAL

VIEW 14

N.W. WASHINGTON DC

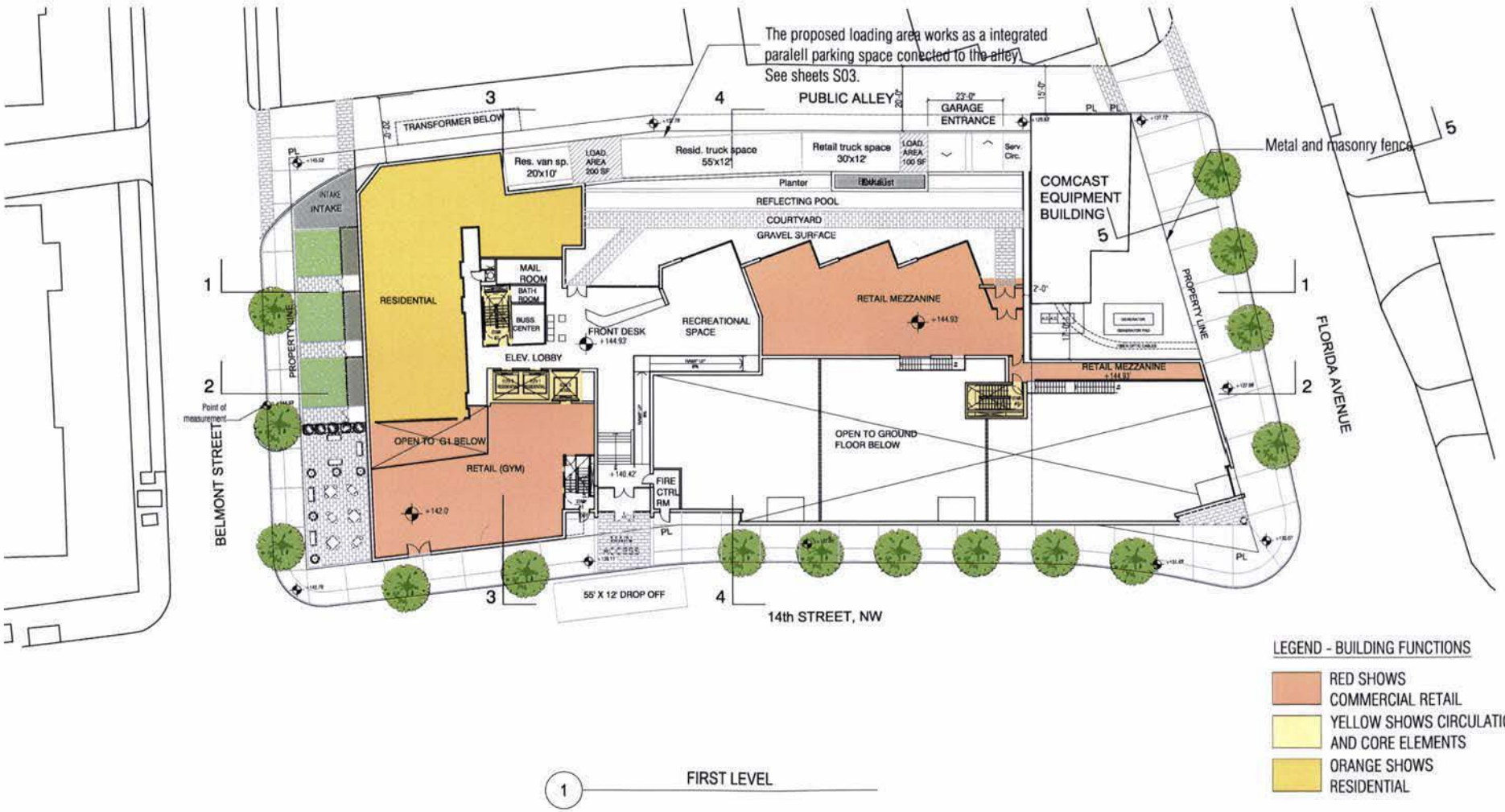
0 15' 30' 60' 120'

Scale: GRAPHIC
Date: 2005-11-15

LEVEL 2 Development

SK&I

A02



1 FIRST LEVEL

LEGEND - BUILDING FUNCTIONS

- RED SHOWS COMMERCIAL RETAIL
- YELLOW SHOWS CIRCULATION AND CORE ELEMENTS
- ORANGE SHOWS RESIDENTIAL

VIEW 14

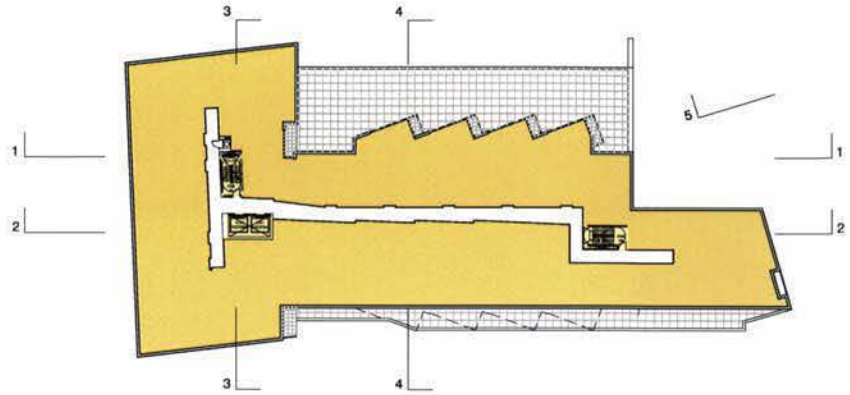
N.W. WASHINGTON DC

0 15' 30' 60' 120'

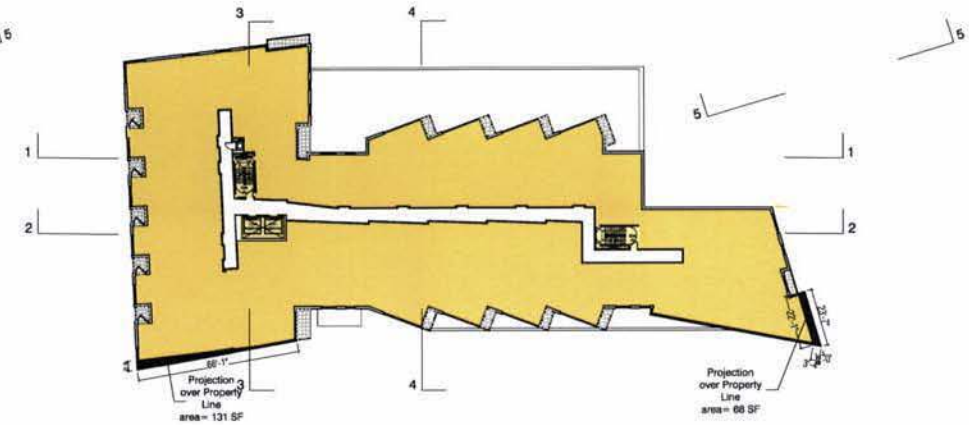
LEVEL 2 Development

SK&I

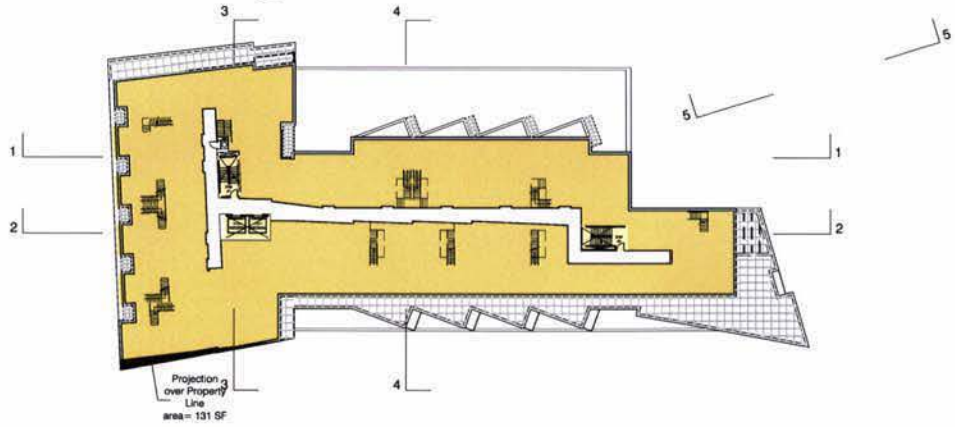
A03



1 SECOND FLOOR



2 3RD THROUGH 7TH FLOOR



3 8TH THROUGH 9TH FLOOR

LEGEND - BUILDING FUNCTIONS

RED SHOWS COMMERCIAL RETAIL

YELLOW SHOWS CIRCULATION AND CORE ELEMENTS

ORANGE SHOWS RESIDENTIAL

VIEW 14

N.W. WASHINGTON DC

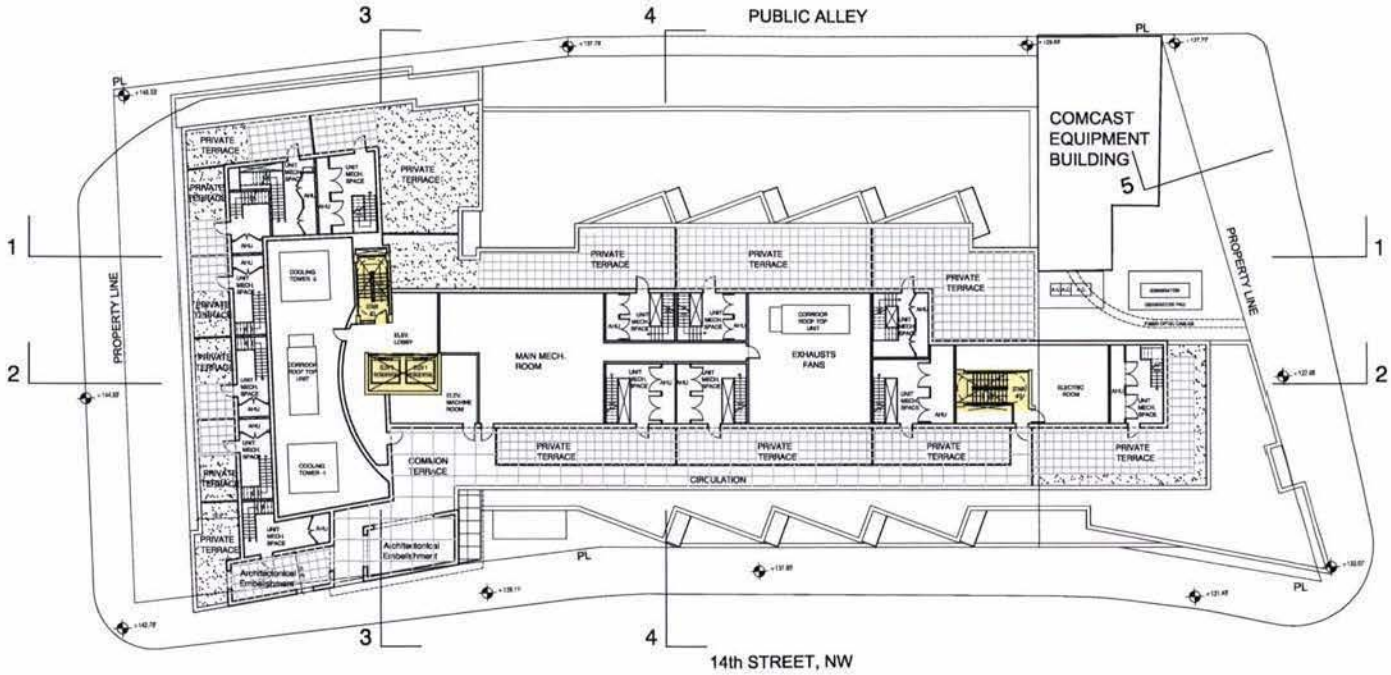
0 25' 50' 100'

LEVEL 2 Development

SK&I

Scale: GRAPHIC
Date: 2005-11-18

A04



HATCH - KEY MATERIAL

- GREEN ROOF
- PRIVATE TERRACE
- COMMON TERRACE

1 10TH - MECHANICAL ROOMS

LEGEND - BUILDING FUNCTIONS

- RED SHOWS COMMERCIAL RETAIL
- YELLOW SHOWS CIRCULATION AND CORE ELEMENTS
- ORANGE SHOWS RESIDENTIAL

VIEW 14

N.W. WASHINGTON DC

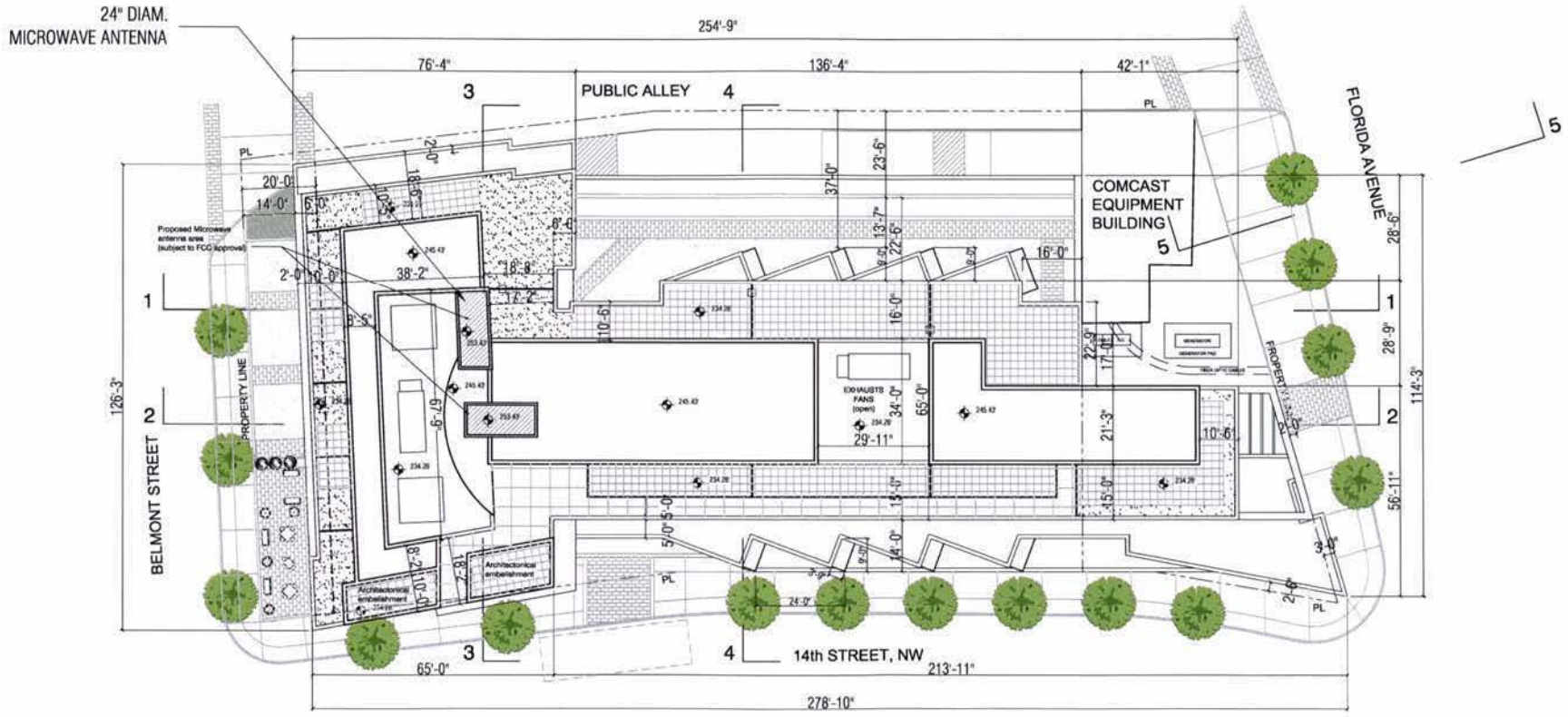
0 15' 30' 60' 120'

LEVEL 2 Development

SK&I

Scale: GRAPHIC
Date: 2005-11-15

A04.1



1 ROOF PLAN

VIEW 14

N.W. WASHINGTON DC

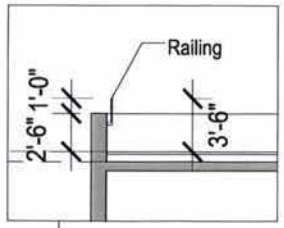
0 25 50 100

LEVEL 2 Development

SK&I

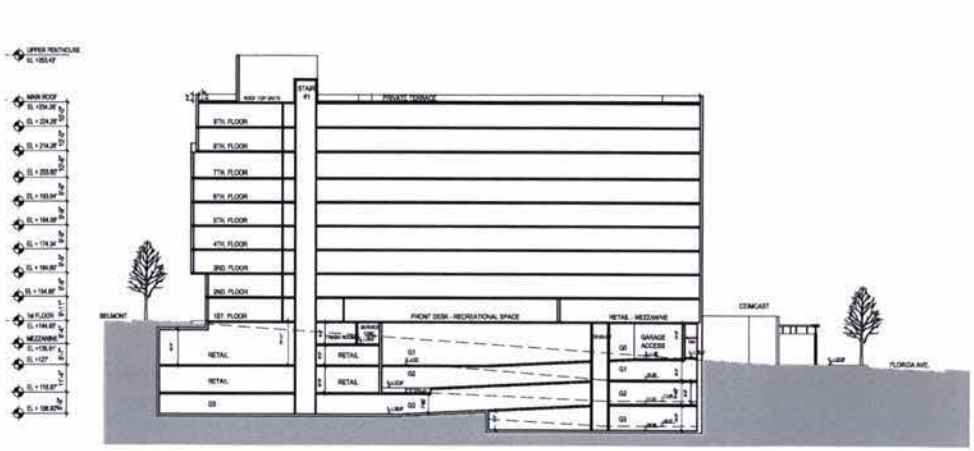
Scale: GRAPHIC
Date: 2005-11-15

A05

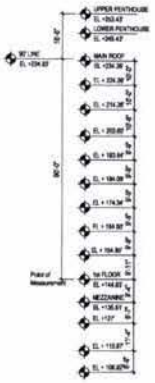


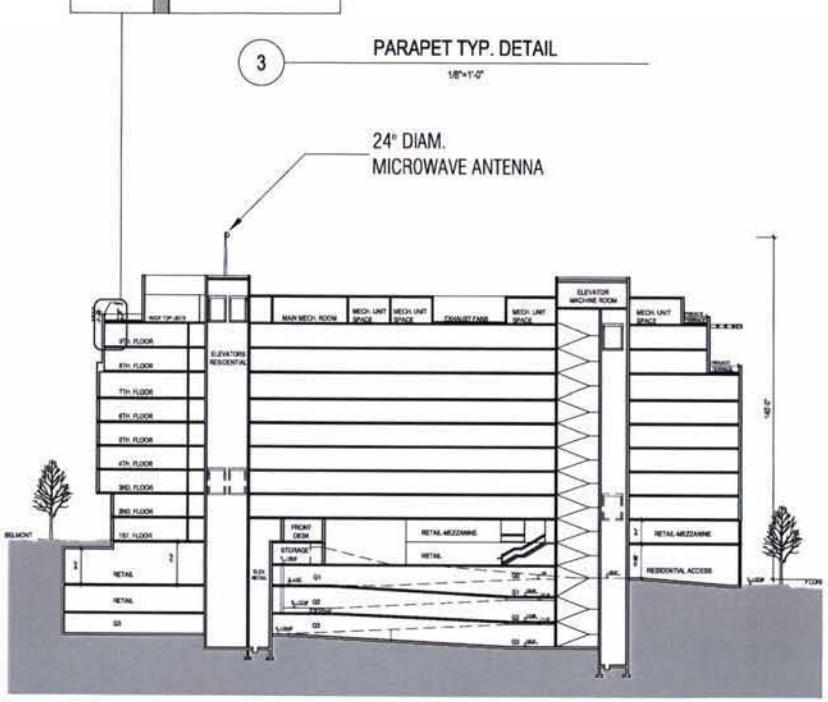
3 PARAPET TYP. DETAIL

1/8"=1'-0"



SECTION 1





SECTION 2

VIEW 14

N.W. WASHINGTON DC

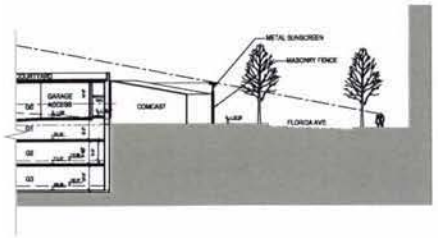
0 25' 50' 100'

LEVEL 2 Development

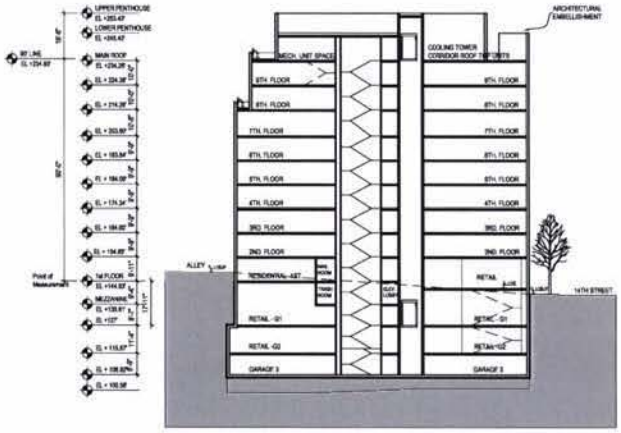
SK&I

Scale: GRAPHIC
Date: 2005-11-15

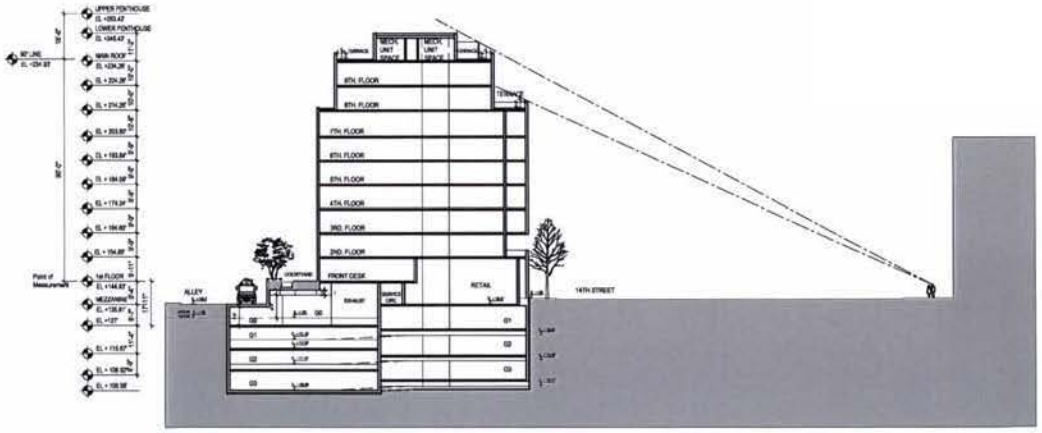
A06



SECTION 5



SECTION 3



SECTION 4

VIEW 14

N.W. WASHINGTON DC

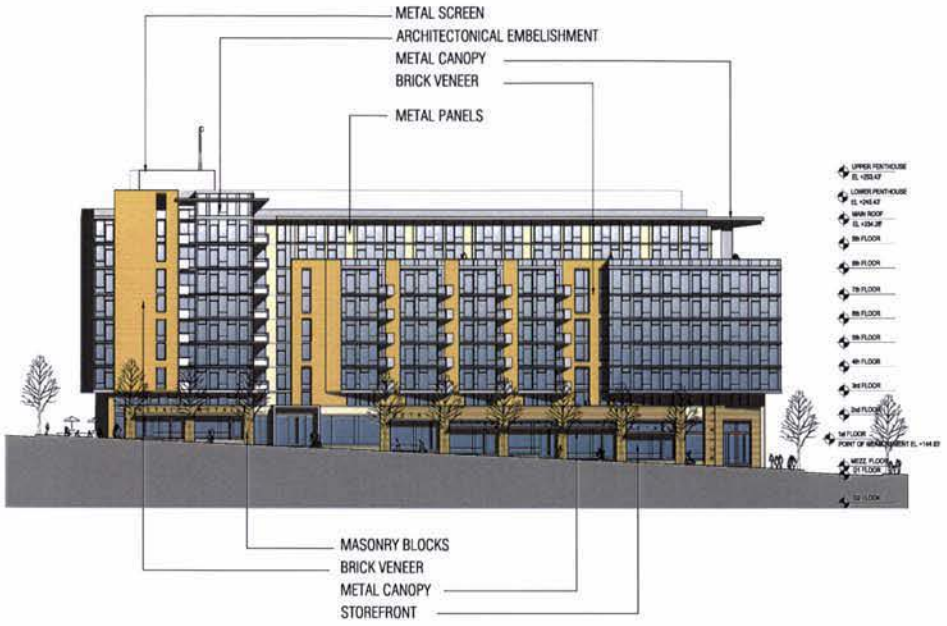
0 25' 50' 100'

LEVEL 2 Development

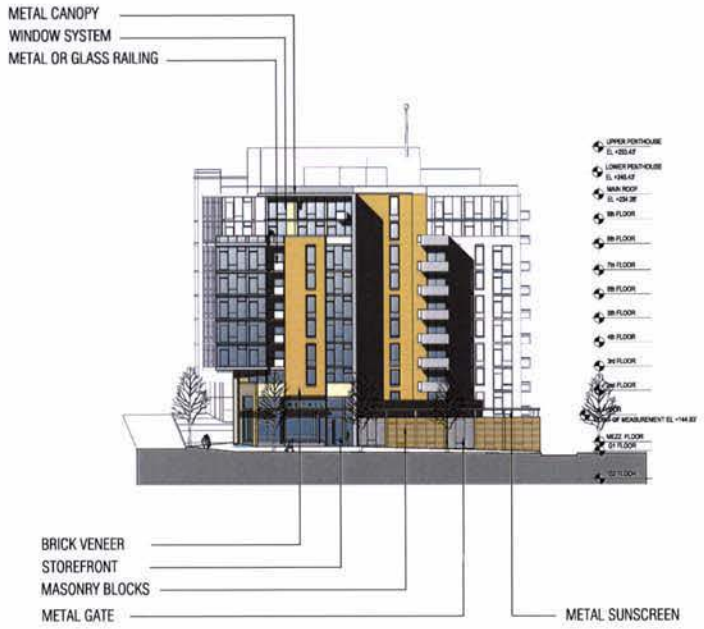
SK&I

Scale: GRAPHIC
Date: 2005-11-15

A07



1 14th STREET ELEVATION



2 FLORIDA AVENUE ELEVATION

VIEW 14

N.W. WASHINGTON DC

0 25' 50' 100'

LEVEL 2 Development

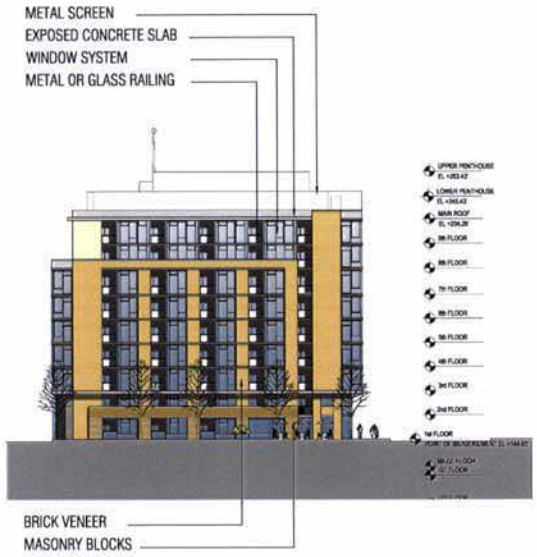
SK&I

Scale: GRAPHIC
Date: 2005-11-15

A08



1 ALLEY ELEVATION



2 BELMONT STREET ELEVATION

VIEW 14

N.W. WASHINGTON DC

0 25' 50' 100'

LEVEL 2 Development

SK&I

Scale: GRAPHIC
Date: 2005-11-15

A09



VIEW 14

N.W. WASHINGTON DC

1 MATERIAL SELECTION

NOTE: ALL SAMPLES ARE FOR ILLUSTRATIVE PURPOSES ONLY. SOME VARIATION MAY OCCUR DUE TO AVAILABILITY OF PRODUCTS AT TIME OF CONSTRUCTION AND THE USE OF NATURAL MATERIALS.

Scale:
Date: 2005-11-15

SK&I

LEVEL 2 Development

A09.1



BELMONT RD. AND 14th ST CORNER VIEW



14th ST AND FLORIDA CORNER VIEW

VIEW 14

N.W. WASHINGTON DC

LEVEL 2 Development

SK&I

A10



VIEW 14

BELMONT RD. AND ALLEY VIEW

N.W. WASHINGTON DC

LEVEL 2 Development

SK&I

A11

Holland & Knight

Tel 202 955 3000
Fax 202 955 5564

Holland & Knight LLP
2099 Pennsylvania Avenue, N.W., Suite 100
Washington, D.C. 20006
www.hklaw.com

Leila M. Jackson Batties
202 419 2583
leila.batties@hklaw.com

November 15, 2005

RECEIVED
D.C. OFFICE OF ZONING
2005 NOV 15 PM 3:00

VIA HAND DELIVERY

Zoning Commission for the
District of Columbia
441 Fourth Street, N.W., Suite 210
Washington, D.C. 20001

Re: Zoning Commission Case No. 05-22
Consolidated PUD - Level 2 Development, LLC / Supplemental Filing

Dear Members of the Zoning Commission:

In accordance with Section 3013 of the Zoning Regulations, we respectfully submit this supplemental filing in support of the above-referenced application (the "Application"), which is scheduled to be heard before the Commission on December 5, 2005.

Specifically, we have enclosed the following items for your consideration:

1. One original and twenty copies of the revised architectural drawings and plans, which include revised development data, attached as Exhibit A. Please note that the revised calculations indicate that the PUD will consist of 174 condominium units in 173,765 square feet of gross floor area; 33,517 square feet of retail uses, of which 13,903 square feet are counted toward gross floor area; and an underground parking garage with 151 parking spaces.

2. One original and twenty copies of the agreements with the District of Columbia Local Business Commission and the Department of Employment Services to utilize local, small, or disadvantaged business enterprises and District residents for jobs created by the View 14 PUD. The agreements, attached as Exhibits B and C, respectively, have been executed by Level 2 and submitted to the District agencies.

3. One original and twenty copies of the outline/report by Steven E. Sher, Land Use Planner, attached as Exhibit D.

4. One original and twenty copies of a letter from Jubilee Housing, Inc. discussing the proposal for the acquisition and conversion of the Cresthill Apartments to an affordable housing cooperative, attached as Exhibit E.

We remain hopeful of the Zoning Commission's favorable consideration of the Application. Thank you for your attention to this matter.

Sincerely,

HOLLAND & KNIGHT, LLP

Leila M. Jackson Batties

Cc: Advisory Neighborhood Commission 1B (c/o Philip Spalding, via U.S. Mail)
Ms. Jennifer Steingasser, Office of Planning (via hand delivery)
Mr. Abdoulaye Bah, Dept. of Public Works, Office of Policy & Planning (via hand delivery)
Mr. Kenneth Laden, Dept. of Transportation (via hand delivery)

ARCHITECTURAL PLANS AND DRAWINGS SUBMITTED SEPARATELY

level2 DEVELOPMENT

November 11, 2005

Gregory Irish
Director
Department of Employment Services
C/O Employer Services Division
609 H Street, NE
Washington, DC 20002

RE: View 14 First Source Employment Agreement

Dear Mr. Irish:

Through the Planned Unit Development (PUD) process, Level 2 Development will construct a mixed use condominium located on 14th St. NW, between Florida Avenue and Belmont Street. The project is comprised of 175 residential units, street level retail, and below grade parking. As part of our public benefits package for the PUD, Level 2 Development is committed to working with DOES to ensure that at least 51% of the employees hired in connection with the development of the project are District of Columbia residents. Enclosed you will find a First Source Employment Agreement, executed by Level 2 Development. We look forward to working with you throughout the project. If you have any questions or comments, please feel free to contact me. Thank you.

Sincerely,

David Franco

Level 2 Development, LLC
1612 U ST NW
Suite 401
Washington, DC 20009
dfranco@level2development.com

Tel: 202-483-1110
Cell: 202-841-5811
Fax: 202-478-1768

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: _____

Contract Amount: _____

Project Name: View 14

Project Address: 2307 - 2315 14th St NW Washington DC 20009 Ward: #1

Nonprofit Organization: (Yes) _____ (No) ✓

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 , hereinafter, referred to as EMPLOYER. Under this Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral and placement of new hires or employees for new jobs created at 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 of Columbia 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 hired for jobs created at this Project.

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

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 extension or modifications to the contract or until construction of the Project has been completed.

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 at the Project (both union and nonunion) means those jobs created at the Project **[alternative: "within the District of Columbia"]** as a result of internal promotions, terminations and expansions of the EMPLOYER'S workforce, through this Project

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 to be created at the Project, salary range, hiring dates, and union requirements, if any. The EMPLOYER will notify DOES of its specific need for new employees for jobs created at the Project 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 three (3) business days (Monday - Friday) before using any other referral source, and shall include, but need not be limited to, 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

A. 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 three (3) 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. In this event, the EMPLOYER will still be required to hire 51% District residents for the new jobs created at the Project consistent with D.C. Law No. 14-24.

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

A. 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 laws, including labor laws, or governmental regulations, the laws or regulations shall prevail. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings with respect thereto.

B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER may be a party. However, the existence of any collective bargaining agreement(s), alone, shall not supersede the terms of this Agreement

C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has made available, to the representative of any involved collective bargaining unit, a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will provide them to DOES. Such comments or objections alone, however, will not alter, or be grounds to alter, the terms of this Agreement.

VII. EXEMPTIONS

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

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

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 ownership or control of all or substantially all of its business concerns affected by this Agreement to any other party by lease, sale, assignment 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.

3. EMPLOYER shall advise DOES within ten (10) business 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 on a quarterly basis.

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

D. If additional information relevant to the Agreement is needed during the review, the EMPLOYER will provide such information as may be reasonably necessary for DOES to determine compliance with EMPLOYER obligations under this Agreement.

E. With the submission of the final request for payment from the District (if applicable), the EMPLOYER shall: (i) 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 (ii) 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. The "good faith effort" as described in the previous sentence shall mean commercially reasonable attempts to comply with the procedures and requirements set forth in this Agreement and the First Source Employment Program.

F. If applicable, 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: (a) a good faith effort to comply is demonstrated by the contractor; (b) 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, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loundon, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson; (c) the EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or (d) 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. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

H. Willful breach of this 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; provided however, that this provision does not apply to the terms or obligations set forth under Sections I.H., I.I., VIII.E, and VIII.F. hereof.

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

J. Non-compliance by the EMPLOYER with the provisions of this Agreement may result in appropriate sanctions as permitted by applicable District of Columbia laws existing as of the date of this Agreement.

Dated this 10th day of November, 2005

Signed:

DEPARTMENT OF EMPLOYMENT SERVICES

SIGNATURE OF EMPLOYER

NAME OF COMPANY Level 2 Development, LLC

ADDRESS 1612 U St. NW Suite 401, Washington DC 20009

202-483-1110

TELEPHONE

EMPLOYMENT PLAN

Instructions:

- Submit original to the Department of Employment Services (DOES) as an Exhibit to the First Source Employment Agreement.
- Upon approval of project by the originating agency, DOES will contact Employer.

NAME OF FIRM_____

ADDRESS_____

TELEPHONE NUMBER_____FEDERAL IDENTIFICATION NO._____

CONTACT PERSON_____TITLE_____

TYPE OF BUSINESS_____

ORIGINATING DISTRICT AGENCY_____

TYPE OF PROJECT: _____ FUNDING AMOUNT: _____
PROJECTED START DATE_____PROJECT DURATION_____

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.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL #	PROJECTED HIRE DATE
A					
B					
C					
D					
E					

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

Signature: _____ Date: _____

3355082_v2

MEMORANDUM OF UNDERSTANDING

LEVEL 2 DEVELOPMENT, LLC, (hereinafter, the "Company"), in accordance with D.C. Law 1-95, D.C. Code Section 1-1-1141 et seq. (1987 Ed. as amended), and in consideration of the District of Columbia Government in granting the Company's request to approve the planned unit development ("PUD") known as D.C. Zoning Commission Case No. 05-22, located on Lots 119 and 122 of Square 2868, which is bounded by Belmont Street to the north, Florida Avenue to the south, 14th Street, N.W. to the west, and a public alley to the east, commits to make a bona fide effort to utilize local, small or disadvantaged business enterprises ("LSDBEs") certified by the D.C. Local Business Opportunity Commission in order to achieve, at a minimum, the goal of thirty-five percent (35%) participation (the "35% Goal") in the contracted development costs in connection with the design, development, construction (including, but not limited to, pre-construction activities), maintenance and security for the project to be created as result of the PUD (the "Project"), including janitorial, refuse collection, provision of supplies and other similar post-construction activities relating to the Project, in accordance with the following provisions.

A. The Company shall utilize the resources of the Office of Local Business Development ("OLBD"), including the Local Business Opportunity Commission's Directory of Certified Local Small and Disadvantaged Business Enterprises, and periodic updates, as the primary referral sources for LSDBEs. The primary contact for such referrals shall be the Director of the Office of Local Business Development (the "Director").

B. The appropriate representatives of the Company who negotiate, sign and are responsible for the implementation of the Memorandum of Understanding with the OLBD agree to meet with the Company's procurement and project officers to explore and develop ways for achieving the 35% Goal.

C. The Company agrees to make a continuing bona fide effort to utilize LSDBEs for certain goods and services as may be required by the Company to conduct its daily operations and understands that such efforts will accrue toward the 35% Goal.

D. Not later than (60) days following award of a contract of the first phase and each subsequent phase of the Project, the Company agrees to submit a minority business plan to OLBD for approval, which plan shall be incorporated in and made a part of this Agreement.

E. Not later than thirty (30) days following the filing of an application for a building permit pursuant to the approved PUD, the Company will submit to OLBD a more extensive plan listing all of the projected procurement items, quantities and estimated costs, bid opening and closing dates, and start-up and completion dates. This plan should indicate whether any items will be bid without restriction in the open market, or limited to LSDBEs certified by the Local Business Opportunity Commission.

F. The parties hereto understand and agree that the means of achieving the 35% Goal may vary according to the types of goods and services contracted for and the current availability of Certified LSDBEs. However, the Company agrees to make a bona fide effort to achieve, at a minimum, the 35% Goal over the life of the Project.

G. The Company further agrees to submit quarterly contracting and subcontracting reports to OLBD no later than thirty (15) days after the end of each calendar quarter; the quarterly report periods shall begin on January 1, April 1, July 1, and October 1. The quarterly report shall be submitted on a form provided by OLBD. These reports should include detailed documentation of outreach efforts to LSDBEs in order to determine bona fide efforts.

H. The Company agrees to meet quarterly with OLBD staff on a mutually agreeable schedule to discuss LSDBE's participation on the Project.

I. In the event that there are no LSDBEs in the District of Columbia that manufacture, construct, distribute, install, or otherwise supply the goods and services required to develop, construct, renovate and/or maintain the Project, the Company agrees to make bona fide efforts to achieve the 35% Goal through a broad scale approach to contracts with other local business enterprises certified by the District.

J. The Company further agrees to include in the terms of its contractual agreements with the general/prime contractor and/or construction manager (in any of such events, the "Contractor"), language that puts the Contractor on notice that the Contractor is expected to make a bona fide effort to achieve the 35% Goal in (1) its own contracting with respect to the Project and (2) engaging subcontractors to perform work on the Project.

K. The Company will publish, in a timely manner, a public notice in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving the District of Columbia local business community, to inform the business community as a whole of

to immediately notify the subcontractor and advise as to the date on which payment can be expected.

8. The GC commits to pay all subcontractors, including LSDBEs, within fifteen (15) days following the GC's receipt of a payment, which includes funds for such subcontractors, from the Company. The Company agrees to require the project manager to establish a procedure for giving notice to the subcontractors of the Company payments to the GC.

M. In order to encourage the Company to develop creative, cost competitive ways in which to meet its 35% Goal, OLBD will give credit negotiated by the parties for the opening up of opportunities in areas not traditionally provided to LSDBEs and/or expansion of opportunities in existing areas.

N. If, at the end of the first calendar quarter following the issuance of a building permit, the Company is unable to comply with the proposed utilization plan for the Project, representatives of the Company and the Director of OLBD shall confer with a view toward adjusting goals and strategies to extend the time of performance based on facts and circumstances.

DATED THIS 15th DAY OF November, 2005.

OFFICE OF / LOCAL BUSINESS DEVELOPMENT

LEVEL 2 DEVELOPMENT, LLC

By: _____
David Franco, Managing Member

3280042_v1

Holland+Knight

Tel 202 955 3000
Fax 202 955 5564

Holland & Knight LLP
2099 Pennsylvania Avenue, N.W., Suite 100
Washington, D.C. 20006
www.hklaw.com

REPORT TO THE ZONING COMMISSION

CASE NO. 05-22
VIEW 14

STEVEN E. SHER,
DIRECTOR OF ZONING AND LAND USE SERVICES
HOLLAND & KNIGHT LLP

DECEMBER 5, 2005

I. Introduction

II. Nature of application: consolidated review of planned unit development

III. Site location

A. East side of 14th Street between Belmont Street and Florida Avenue, N.W.

B. 14th Street corridor between Shaw/U Street and Columbia Heights area

IV. Site description

A. Trapezoidal shaped property with overall dimensions of approximately 275 feet in the north-south direction and approximately 125 feet in the east-west direction (Square 2868, Lots 119 and 122)

B. Contains approximately 34,357 square feet of land area

C. Has frontage of approximately 292 feet on 14th Street, 139 feet on Florida Avenue and 125 feet on Belmont Street

D. Existing conditions:

1. Automobile sales lot at the north end

2. Warehouse and automobile repair garage in the center part of the site

3. Comcast antennas and related equipment building at south end of the site

E. Abutting streets:

1. 14th Street – 100 feet wide

2. Florida Avenue – 80 feet wide

3. Belmont Street – 50 feet wide

V. Description of the surrounding area (see aerial photograph, c. 2002, and excerpt from Office of Planning Existing Land Use Map, attached)

A. General area: 14th Street corridor contains mix of commercial and residential uses from Thomas Circle up to the Columbia Heights area

B. Remainder of Square 2868:

1. Vacant land to the east along Belmont Street

2. Small apartment houses further to the east along Belmont Street

3. Rowhouses and some flats to the east along Florida Avenue

C. To the north:

1. Wardman Court apartments (formerly known as Clifton Terrace)

2. Additional mixed residential and commercial development at varying heights

D. To the east:

1. Across 13th Street, Cardozo High School

2. Additional residential development

E. To the south:

1. Retail, service and other commercial and residential uses along 14th Street

2. Reeves Center at 14th and U Streets

F. To the west:

1. Vacant land owned by the National Capital Revitalization Corporation (Parcel 34) on the west side of 14th Street between Florida Avenue and Belmont Street

2. Nehemiah Shopping Center on the west side of 14th Street between Belmont and Chapin Streets

3. Metropolitan Police Boys and Girls Club on the west side of 14th Street between Chapin and Clifton Streets

4. Additional residential development along the east-west streets, including the Cresthill Apartments at 1430 Belmont Street, NW

VI. Zoning (see excerpt of Zoning Map, 2005, attached)

A. Existing zoning: C-2-B (no change proposed)

1. General commercial district, permitting a broad range of retail, service and office uses, hotels, residential uses (single and multi-family) and many institutional uses

2. Maximum height: 65 feet

3. Maximum FAR: 3.5, of which no more than 1.5 may be for other than residential purposes

4. Maximum percentage of lot occupancy: 80%

5. Side yards: not required

6. Minimum rear yard: 15 feet

7. Off-street parking:

a) For retail or service use: 1 space for each 750 square feet of gross floor area in excess of 3,000 square feet

b) For residential use: 1 space for each 3 dwelling units

8. PUD guidelines

a) Height: 90 feet

b) FAR: 6.0, of which no more than 2.0 may be for commercial uses

c) Yards and courts: as otherwise provided, subject to the Zoning Commission's discretion to approve greater or lesser

d) Parking and loading: as otherwise provided, subject to the Zoning Commission's discretion to approve greater or lesser

B. History

1. Zoned C-M-2 in 1958

2. Rezoned to C-2-B in 1992 as part of Uptown Arts Overlay District case

C. Zoning of the area

1. To the north: C-2-B along the 14th Street corridor

2. To the east: R-5-B along the east-west streets

3. To the south:

a) Arts/C-3-A along 14th Street

b) Arts/CR south of V Street

4. To the west: R-5-B along the east-west streets

VII. Description of the proposed project

A. Apartment house with retail at the ground and lower levels

B. Height: maximum of 90 feet

C. Floor area ratio: 6.0 (187,668 square feet of gross floor area)

1. 174,509 square feet of residential

2. 13,159 square feet of retail (additional retail in cellar space not counted in gross floor area)

D. Parking: 163 spaces in underground garage

E. Comcast equipment building to remain at the southeast corner of the site on lot area of 3,079 square feet

F. Comparison to matter-of-right and PUD standards for C-2-A

1. Uses: residential and retail permitted as a matter-of-right

2. Height:

a) Matter-of-right: 65 feet

b) PUD guideline: 90 feet

c) Proposed: 90 feet

3. FAR:

a) Matter-of-right: 3.5

b) PUD guideline: 6.0

c) Proposed: 6.0

4. Proposed total gross floor area of 187,668 square feet is increase in total FAR of approximately 78,195 square feet

5. Proposed retail gross floor area of 13,159 square feet is approximately 33,758 square feet less than permitted as a matter-of-right and approximately 49,397 square feet less than permitted under PUD

VIII. Compliance with PUD evaluation standards of §2403

A. Impact of project shall be favorable, capable of being mitigated or acceptable (§2403.3)

1. Replacing auto sales, warehouse and antennas and antenna

tower with new residential and neighborhood serving retail uses

2. Traffic will have no unacceptable impact on levels of service at build-out, per report by Wells & Associates

3. Tax base implications for District are favorable, per report by Boland Smart

4. Proposed height is acceptable along the 14th Street corridor

B. Project is not inconsistent with the Comprehensive Plan (§2403.4): see section IX, below

C. Commission shall "judge, balance, and reconcile the relative value of project amenities and public benefits offered, the degree of development incentives requested and any potential adverse effects" (§2403.8)

D. Public benefits and project amenities

1. On-site benefits and amenities

a) New residential development of over 78,000sqaure feet more than the existing matter-of-right

b) Within residential density, approximately 6,000 square feet devoted to housing to persons making no more than 80% of the AMI

c) Neighborhood serving retail on three levels

d) Removal of Comcast ground level antennas and antenna tower, to be replaced by one small antenna on the roof of the new building

e) Exceptional architecture

2. Community benefits:

a) Contribution to Sankofa Tenant's Association to assist in purchase of building and to preserve affordable housing at 1430 Belmont Street, NW

(1) Building is approximately 325 west of the subject property

(2) Building contains over 50,000 square feet of gross floor area with 48 units

(3) Tenant purchase will keep all units in building affordable to households with incomes no more than 60% of AMI

b) Contributions to local community organizations totaling $40,000

(1) Parent Association of Boys and Girls Club

(2) Children's Studio School

(3) Meridian Hill Neighborhood Association

(4) Cardozo Shaw Neighborhood Association

c) Employment and training opportunities through First Source and LSDBE programs

balanced against

E. Development incentives:

1. 25 foot increase in height over proposed matter-of-right

2. Increase in total density of approximately 78,195 square feet, including decrease in commercial density of approximately 33,758 square feet

F. Areas of flexibility from C-2-B or PUD standards:

1. Reduction in residential recreation space (offset by private balconies and terraces)

2. Roof structure walls of unequal height

IX. Consistency with the Comprehensive Plan

A. The District Elements

1. The District of Columbia Comprehensive Plan Act of 1984 (D.C. Law 5-76, March 9, 1984)

2. The District of Columbia Comprehensive Plan Act of 1984 Land Use Element Amendment Act of 1984 (D.C. Law 5-187, February 15, 1985)

3. The Comprehensive Plan Amendments Act of 1989 (D.C. Law 8-129, January 5, 1990)

4. The Comprehensive Plan Amendments Act of 1994 (D.C. Law 10-193, October 19, 1994)

5. Comprehensive Plan Land Use Maps Approval Resolution of 1996 (Resolution 11-313, May 7, 1996)

6. The Comprehensive Plan Amendments Acts of 1998 (D.C. Law 12-275, April 27, 1999)

B. Interpretation of the District elements

1. "The primary dynamic of the District elements of the Plan is the overlapping of its elements' goals. This overlapping is intentional." (§112.1)

2. "District elements of the Plan should be studied and executed in concert with each other and should be interpreted broadly." (§111.(a))

3. "The interpretation and implementation of any element should necessarily rely upon, and be respectful of, the objectives and policies of other elements." (§112.1(b))

4. "An element may be tempered, even defined, by one (1) or more of the other elements. This may occur within one (1) element and between elements. Since the Land Use element integrates the policies and objectives of all other District elements, it should be given greater weight than the other elements." (§112.1(c))

5. "The interpretation of the District elements of the Plan should also be guided by the major themes set forth in §101.1, which establish the overall priorities of the District elements of the Plan." (§112.2)

C. Major Themes

1. Stabilize and Improve the District's neighborhoods (§102)

2. Respect and improve the physical character of the District (§106)

D. Land Use element

1. Generalized Land Use Map

a) Medium density residential

2. Objectives/Policies for Residential Neighborhoods (§1102)

a) "Conserve and enhance the essentially satisfactory qualities of the District's many stable residential neighborhoods" (§1102.1(a))

b) "Protect residential neighborhoods from disruptive uses" (§1102.1(e))

c) "Promote the conservation , enhancement and revitalization of the residential neighborhoods of the District for housing and neighborhood-related uses" (§1104.1(a))

E. Housing element

1. Major policies

a) Central theme to "stimulate a wider range of housing choices and strategies through the preservation of sound older stock and the production of new units" (§300.2)

b) Housing viewed as "key part of total urban living system that includes access to transportation and shopping centers, the availability of employment and training for suitable employment, neighborhood schools, libraries, recreational facilities, playgrounds, and other public amenities" (§300.4)

2. "Encourage the private sector to meet housing needs through the development of infill housing" (§302.2(f))

3. "Provide zoning incentives, as appropriate, to developers prepared to build low- and moderate-income housing, such as permitting additional densities in exchange for incorporating low- and moderate-income housing in development projects ... " (§303.2(d))

4. "Use Planned Unit Developments ... to encourage the construction or rehabilitation of additional single and multi-family housing at suitable locations" (§306.2(i))

5. "Promote the conservation, enhancement, and revitalization of the residential neighborhoods of the District for housing and neighborhood-related uses" (§1104.1(a))

F. Environmental Protection element: policy to promote improvement of air quality by "promot[ing] land use patterns and transportation services which decrease reliance on automobiles for commuting and other routine trips" (§403.2(c))

G. Transportation element:

1. "Support land use arrangements that simplify and economize transportation services ..." (§502.2(a)).

2. "Require major developments to demonstrate that adequate parking will exist for occupants and other users" (§505.2(e))

H. Urban design element:

1. "Preserve and enhance the outstanding physical qualities of District neighborhoods" (§702.1(b))

2. "Design residential, commercial, and all other buildings to complement or enhance the physical character of the District;" (§708.2(a))

3. "Design buildings to include the use of appropriate arrangements of building materials, height, scale, massing, and buffering to complement the immediate region." (§708.2(b))

4. Areas in Need of New and Improved Character (§712):

   a) Objective to "encourage new development or renovation and rehabilitation of older structures in areas with vacant or underused land or buildings to secure a strong, positive physical identity" (§712.1)

   b) "Encourage well designed development in areas that are vacant, underused or deteriorated. These developments should have strong physical identities." (§712.2(a))

   c) "Encourage in-fill development of attractive design quality in deteriorated areas to stabilize the physical fabric and to encourage renovation and redevelopment" (§712.2(b))

   d) "Establish a new physical identity in areas having a strong negative image ..." (§712.2(e))

   e) "Utilize large-scale development or capital improvement projects as opportunities for establishing a positive image or redirection in deteriorated areas" (§712.2(g))

I. Ward 1 element

1. Economic Development

   a) Goal to "Retain, expand, and attract new businesses and industries that are compatible with adjoining residential neighborhoods" (§1200.5)

   b) "Stimulate well-planned economic activity centers along major commercial corridors at the ... U Street-Cardozo metrorail stations, at appropriate underused commercially and industrially zoned sites" (§1202.1(a))

c) "Encourage the development and retention of needed commercial and service establishments in appropriately zoned locations" (§1202.1(m))

d) Implement economic development objectives for 14th and U Streets by "encouraging appropriate development on now vacant site and rehabilitation of the area's high quality older buildings" (§1203.1(u)(4))

2. Housing

a) "Stimulate production of new and rehabilitated housing to meet all levels of need and demand in Ward 1 and provide incentives for the full range of housing needed at desired locations throughout the ward" (§1205.1(a))

b) "Encourage the private sector to provide new housing to meet the needs of present and future Ward 1 residents at locations consistent with the ward's land-use policies and objectives" (§1206.1(a))

c) "Target residential development opportunity areas where significant housing development can appropriately occur and encourage multi-unit housing development, including market rate and low density housing, where appropriate, near the U Street and Shaw metrorail stations and at locations adjacent to proposed employment centers, including the 14th and U Street corridors" (§1206.1(d))

d) "Establish, as a matter of major governmental priority, the production of housing for low- and moderate-income households in Ward 1" (§1206.1(e))

3. Transportation: "Support land use policies that simplify and economize transportation services in Ward 1, including mixed use zones that permit the co-development of residential and non-residential uses and encourage additional development at strategic locations, particularly near the U Street-Cardozo and Shaw-Howard metrorail stations" (§1214.1(a))

4. Urban Design

a) "Design new residential, commercial, and other buildings to complement or enhance Ward 1's physical character" (§1222.1(b))

b) "Include the use of appropriate arrangements of building materials, height, scale, massing, and buffering to complement the immediate areas" (§1222.1(c))

5. Preservation and Historic Features: "Provide adaptive reuse and rehabilitation for many structures in commercial districts of ward 1 suitable for adaptive reuse and rehabilitation" (§1227.1(d))

6. Land Use:

a) Major goal to be "the revitalization of the 14th and U Street corridors" (§1228.6)

b) Policy to "promote the establishment and growth of residential and mixed use commercial centers at appropriate locations to reduce automobile congestions, improve air quality, increase jobs, reduce reliance on the automobile and ensure neighborhood stability" (§1230.1(f))

X. Compatibility with the area

A. Development follows precedent of higher density along radial corridors

B. Design reflects location at foot of Florida Avenue escarpment

C. Height steps down to the east and major portion of building is setback from east side lot line

XI. Conclusions

A. Project is not inconsistent with the Comprehensive Plan

B. Project is within the applicable height and bulk standards of the Zoning Regulations

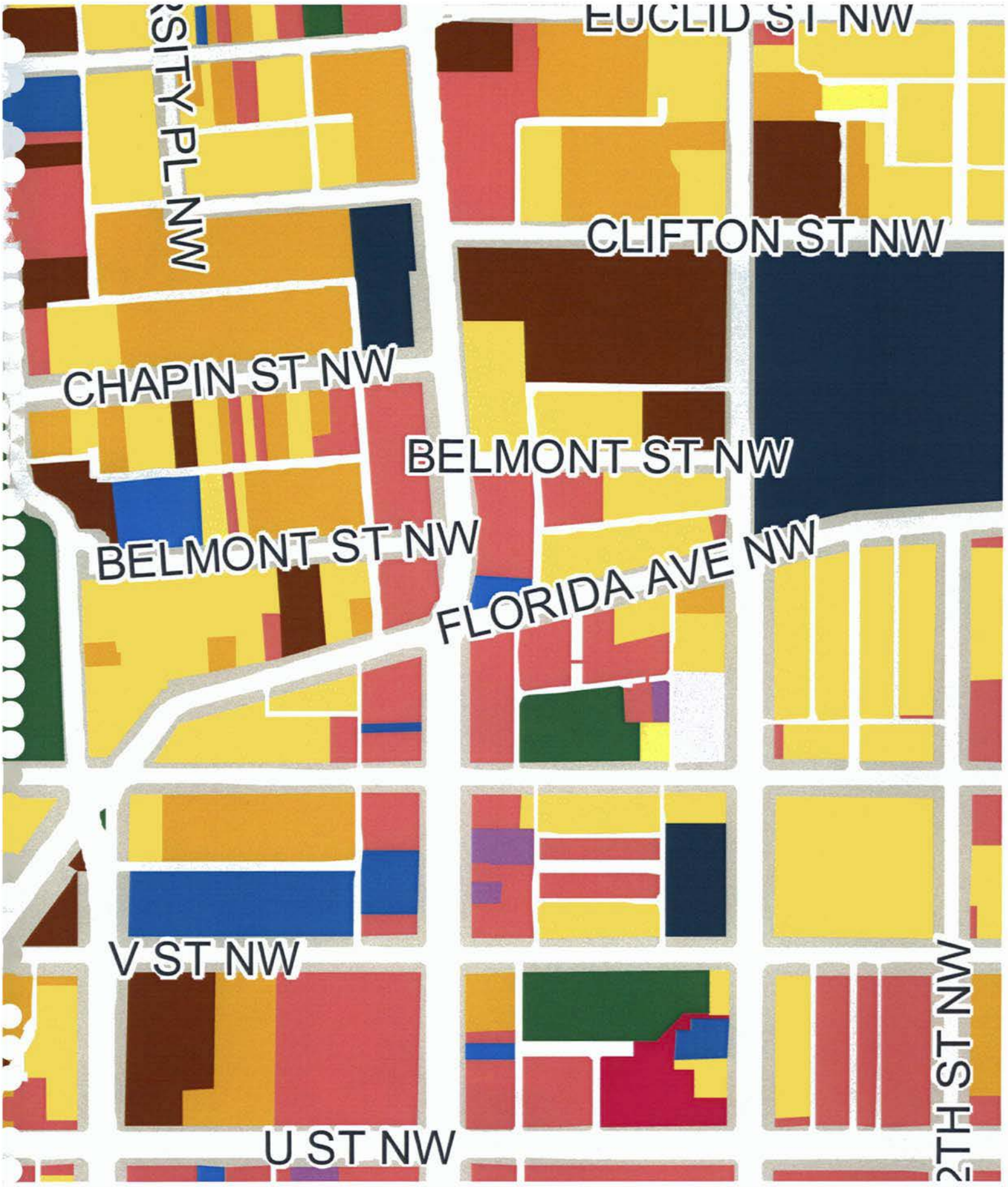
C. Project provides an appropriate balance between the development proposed, the flexibility requested and the benefits and amenities

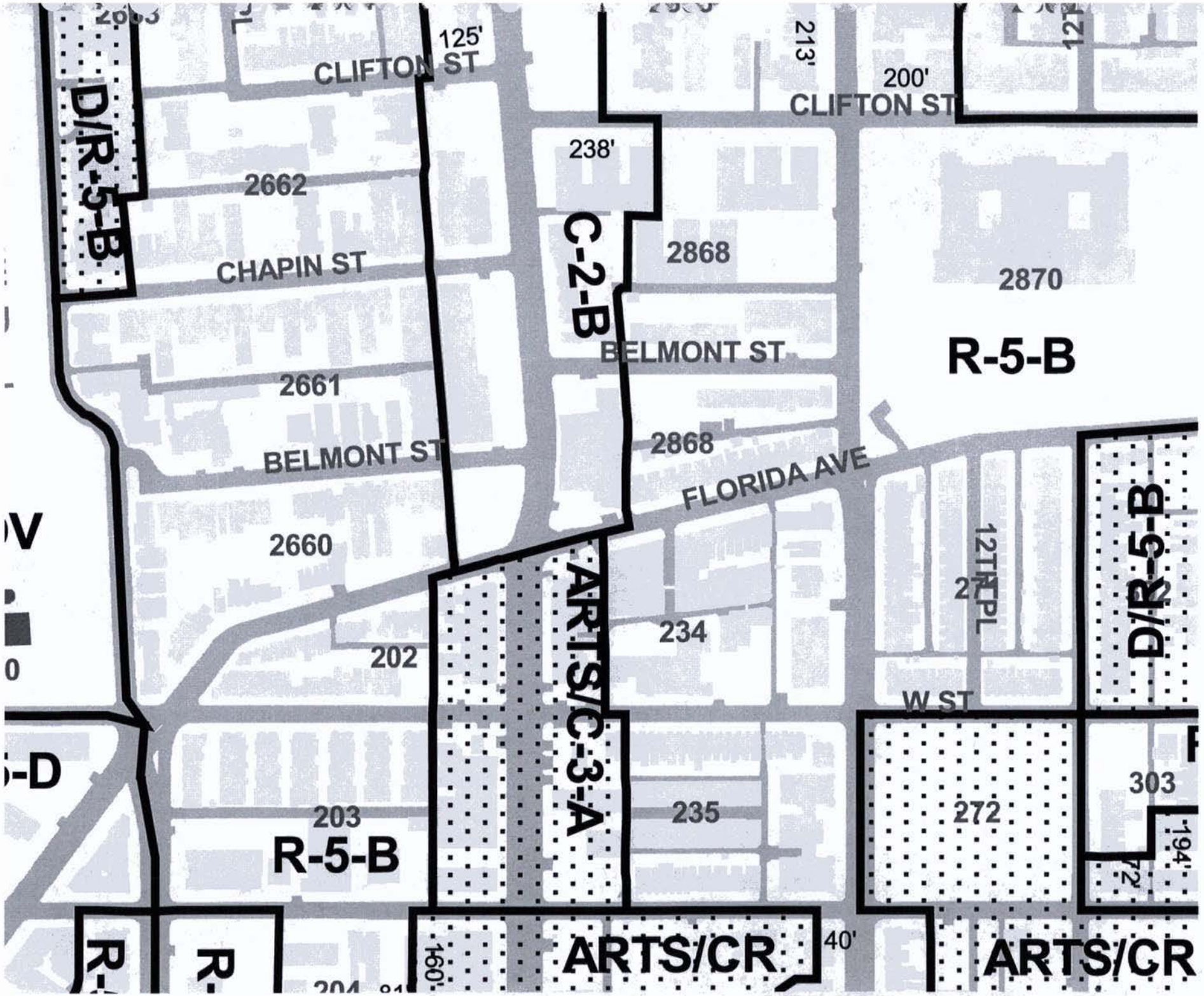
provided

D. PUD allows the Zoning Commission to condition approval to what is specifically proposed, without allowing more density or uncontrolled development

E. Project should be approved


Belmont St NW
14th St NW
Florida Ave NW


EUCLID ST NW
SITY PL NW
CLIFTON ST NW
CHAPIN ST NW
BELMONT ST NW
BELMONT ST NW
FLORIDA AVE NW
V ST NW
U ST NW
2TH ST NW


CLIFTON ST
125'
213'
200'
CLIFTON ST
238'
D/R-5-B
2662
CHAPIN ST
C-2-B
2868
2870
BELMONT ST
R-5-B
2661
BELMONT ST
2868
FLORIDA AVE
2660
12TH PL
D/R-5-B
234
202
W ST
ARTS/C-3-A
303
272
235
203
R-5-B
194'
72'
ARTS/CR
40'
160'
ARTS/CR



November 14, 2005

Zoning Commission for
the District of Columbia
441 Fourth Street, N.W., Suite 210
Washington, D.C. 20001

Re: **Case No. 05-22**
(Consolidated PUD - Level 2 Development, LLC)

Dear Ladies and Gentlemen:

1430 Belmont Street is owned by the Cresthill Associates LP and operated by Jubilee Housing, Inc. as an affordable housing community serving low wage workers of the Columbia Height neighborhood. Tenants of the property have long hoped to own the property as a cooperative to assure that the housing would remain affordable to existing households and offer the benefits of ownership to the many low-income families living at the property. Jubilee Housing is a general partner of the current property owner and is willing to assist the tenants in their plan.

The partnership agreement that governs the use and sale of property stipulates that the property must (a) be sold, and (b) that sale must occur at a market rate price. The provision has heretofore blocked purchase of the property by tenants, as the cost of a market sale purchase was beyond their reach.

More recently, new developments have created a new opportunity for tenants to purchase the property at market rate. The D.C. Department of Housing and Community Development, in partnership with certain intermediary lenders, has created a new Site Acquisition Funding Initiative (SAFI) that makes new acquisition financing available to tenant groups like the tenants at 1430 Belmont Street. In addition, Jubilee Housing is in position to assist the tenants with additional "soft" financing, which combined with SAFI funding, is almost enough to allow tenants to purchase the property. The gap in the amount of financing available through these two sources is $1 million. Thus, the contribution proposed by Level 2 Development would provide the key equity needed for the tenants to purchase the property.

There is added urgency at this time, as at sale, existing affordability covenants would expire. Without a strategy to preserve the affordability of the property, more than forty long term DC households would be displaced from the area – an all too familiar phenomenon occurring all over the city at this time. Enabling sale to the tenant

association would preserve the affordability of the property in a neighborhood where there is almost none left.

Following the purchase, the tenants will redevelop the project which will be owned as an affordable cooperative or through another ownership structure. Tenants are organizing a development team that includes Jubilee Housing and Pinnacle Development Partners to assist with assembling the financing, and development consultant Reuben McCornack, to oversee construction on the project (resumes for the development team and an anticipated development timeline are attached for reference).

On behalf of the tenants, we are extremely pleased to have the creative and significant support of Level 2 development and look forward to the successful completion of this important affordable housing effort.

Sincerely,

Jim Knight
Executive Director
Jubilee Housing, Inc.