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April 2, 2007

Hand Delivery

Mr. Anthony Hood, Chairperson
District of Columbia Zoning Commission
Office of Zoning
441 4th Street, NW, Room 210
Washington, DC 20001

REC-50
DOCKETED
2007-04-02 11:07

**Re: Fort Lincoln/Gateway Village LLC (the "Applicant")
Consolidated PUD Application in Zoning Commission Case No. 06-08
Clarification of Proposed Conditions of Approval**

Dear Chairperson Hood and Members of the Commission:

At the Zoning Commission's public meeting on February 12, 2007, members of the Zoning Commission took Proposed Action to approve the above-referenced application. Prior to taking Final Action in this case, the Applicant was requested to clarify specific conditions in the Proposed Findings of Fact and Conclusions of Law. This letter responds to the Zoning Commission's request for such clarification.

The following conditions replace the conditions of approval that were included in the Applicant's proposed Findings of Fact and Conclusions of Law, which were submitted to the Zoning Commission on January 29, 2007:

Condition No. 2 Bullet 3

- Landscaping Package along Fort Lincoln Drive – The Applicant will contribute \$40,000 for planting and maintenance of a landscaping plan for the medians located along Fort Lincoln Drive and 31st Place, NE adjacent to the Village at Washington Gateway property. The Applicant will also provide for enhanced landscaping and maintenance of the area at the corner of Fort Lincoln Drive and 33rd Place. The Applicant will agree to maintain this landscaping for a period of three years from the date of its installation. In the event that the Applicant relinquishes authority of the Village at Washington Gateway Homeowners Association to the homeowners during this three year period, the Applicant will contribute the remainder of the \$40,000 to the Village at Washington Gateway Homeowners Association.

Condition No. 8 Bullet 3

- Water quality control will be provided off-site in a proposed regional stormwater management pond (Stormwater Management Pond #3, as shown in Exhibit 42 of the record of this case). Stormwater Management Pond #3 will provide peak reduction

CASE NO.

EXHIBIT NO.

ZONING COMMISSION
District of Columbia

ZONING COMMISSION
District of Columbia
CASE NO. 06-08
EXHIBIT NO. 46



April 2, 2007

Page 2

requirements to meet DC environmental regulations for this site as well as adjoining properties. Stormwater Management Pond #3 must be constructed and functioning by the issuance of the first Certificate of Occupancy for the PUD project.

Condition No. 12

12. The following roadway improvements will be constructed by the Applicant by the issuance of the first Certificate of Occupancy for the PUD project.

- Close the existing median break located along 33rd Place and constructing median improvements to provide additional storage for the left-turn lane onto South Dakota Avenue from 33rd Place;
- Extend the median on Fort Lincoln Drive North to better define travel paths for vehicles coming out of Premium Driveway and Commodore Joshua Barney Drive;
- Install traffic calming devices such as speed humps, speed tables, and/or raised crosswalks along Fort Lincoln Drive, particularly in the vicinity of the proposed crosswalk between the Village at Washington Gateway and the Washington Gateway retail development;
- Construct Commodore Joshua Barney Drive/Fort Lincoln drive North/Premium Driveway as an all-way stop due to the unnatural configuration of the T-intersection (i.e. the major movement is not a through movement, it is a left-turn movement);
- Construct the Village at Washington Gateway westernmost (full access) site driveway on Fort Lincoln Drive as an all-way stop including a stamped-concrete, raised speed table in order to control pedestrian/vehicle conflicts that would occur as the result of the proposed pedestrian crossing between the Village at Washington Gateway and the Washington Gateway retail development; and
- Landscape the medians along Fort Lincoln Drive between 33rd Place and Fort Lincoln Drive North, along Commodore Joshua Barney Drive, and along Fort Lincoln, pending DDOT approval.



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April 2, 2007

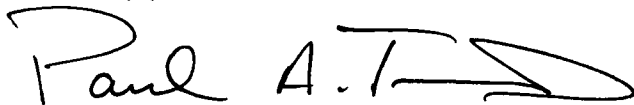
Page 3

In addition, the Commission requested that the Applicant provide signed copies of the First Source Employment Agreement with the Department of Employment Services (“DOES”) and the Memorandum of Understanding (“MOU”) with the Office of Local Business Development (“OLBD”). A copy of the fully executed First Source Employment Agreement is attached. The Applicant has diligently worked with representatives of OLBD in finalizing the requested MOU. At this time that document has not been executed by the Applicant and OLBD.

While the language in all Memoranda of Understanding between applicants and OLBD is virtually the same, each individual MOU is based on the development budget of the particular project. Typically, it is after Final Action approval by the Zoning Commission that the applicant will create a final development budget for the project that can be used for the MOU with OLBD. It is extremely difficult to have a final MOU executed prior to the Zoning Commission taking Final Action on a PUD project. For that reason, applicant’s typically request that a fully executed MOU be obtained prior to obtaining a building permit for the PUD project. Therefore, the Applicant requests that the Zoning Commission follow its standard practice and grant Final Action approval of this PUD project and include the condition that the Applicant must have a fully executed MOU with OLBD by the time of issuance of a building permit for the PUD project.

If you have any questions or comments regarding these conditions, please feel free to contact the undersigned.

Sincerely yours,



Paul A. Tummonds, Jr.

Enclosure



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April 2, 2007

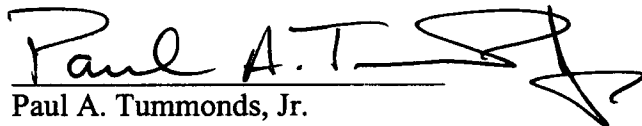
Page 4

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of this letter and enclosures were delivered by first class mail to the following on April 2, 2007.

Matt Jesick
Office of Planning
801 North Capitol Street, N.E.
4th Floor
Washington, DC 20001

Robert King
Commissioner, ANC 5A12
3102 Apple Road, NE
Washington, DC 20018


Paul A. Tummonds, Jr.

L. S. Caldwell & Associates, Inc.

Monday, February 12, 2007

Mr. Will Collins
The Concordia Group
1485 Chain Bridge Road
Suite 100
McLean, Virginia 22101

**RE: DEPARTMENT OF EMPLOYMENT SERVICE (DOES) FIRST SOURCE
AGREEMENT (FSA)**

Dear Mr. Collins:

We are forwarding to you the executed First Source Agreement between the Department of Employment Service and Ft. Lincoln Gateway Village, LLC. Also enclosed is a Contract Compliance Form which must be completed and submitted to DOES by you and your subcontractors each month. If L. S. Caldwell & Associates can be of further assistance please let us know.

Sincerely,



Pawnee L. Wentt
Project Manager

cc: Loretta S. Caldwell

Corporate Office
8811 Colesville Road, Suite 1
Silver Spring, MD 20910
(301) 587-7600 • Fax (301) 587-0035
e-mail: lscinc@lscaldwell.com
www.lscaldwell.com

Project Site Office
Metropolitan Washington Airports Authority
45045 Aviation Road, Suite 200
Dulles, VA 20166
(703) 572-1169 • Fax (703) 572-1159
www.mwaa.com

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Employment Services**



Ms. Pawnee Wentt
L.S. Caldwell & Associates, Inc.
8811 Colesville Road, Suite 1
Silver Spring, MD 20910

FEB 08 2007

Dear Ms. Wentt:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Ft. Lincoln/Gateway Village, Inc.

Under the terms of the Agreement, you and your subcontractors are required to use DOES as the first source to fill all new jobs created as the result of the Fort Lincoln New Town, N.E. project. In addition, at least 51% of the newly created jobs must be filled by D.C. residents, as well as, at least 51% apprentices and trainees must be District residents.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. VOS is an advanced web-based workforce development system, which allows employers to place job orders and search for applicants by skill-set or position. The system also accommodates the employer looking for specific industrial and economic data and has a series of Internet links to a variety of issues and topics of interest to employers. Should you need assistance in posting your job vacancies, please contact Job Bank at (202) 698-6001.

Also, enclosed is a Contract Compliance Form, which must be completed and submitted by you and your subcontractors each month. This form collects data on all new hires employed on the project. A DOES contract monitor will compare the information you provide on this form with your actual employment and payroll records. If you have any questions regarding the Contract Compliance Form, please contact Shirley McKoy at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Malika Abdullah

Malika Abdullah
Manager
Office of Employer Services
Workforce Development Bureau

Enclosures

FIRST SOURCE EMPLOYMENT AGREEMENT

RECEIVED

FEB 05 2007

Contract Number: _____

Contract Amount: \$75M

Project Name: Ft. Lincoln\Gateway Village, LLC

Project Address: Fort Lincoln New Town, N.E. Ward: 5

Nonprofit Organization with 50 Employees or Less: (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 Ft. Lincoln\Gateway Village, 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.

1. 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, as amended, 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, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, 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 with 50 or less employees 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.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?
YES ☐ NO ☒
If yes, certification number: _____
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
☐ YES ☐ NO ☒
If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this project: ☐ YES ☐ NO ☒
If yes, name of prime contractor: _____

Dated this 7 day of February 2007

Mahke Abdullol
Signature Dept. of Employment Services

William F. Collins
Signature of Employer

Ft. Lincoln Gateway Village, LLC

Name of Company

3298 Ft. Lincoln Drive, N.E.
Washington, D.C. 20018

Address

202-269-3400

Telephone

wcollins@concordiagroup.biz

E-mail

EMPLOYMENT PLANNAME OF FIRM FT. LINCOLN GATEWAY VILLAGE, LLCADDRESS 3298 FT. LINCOLN DRIVE, N.E., WASHINGTON, D.C. 20018TELEPHONE NUMBER 202-269- FEDERAL IDENTIFICATION NO. 20-8058622CONTACT PERSON MICHELE HAGANS TITLE MANAGERE-mail: _____ TYPE OF BUSINESS: RESIDENTIAL DEVELOPERORIGINATING DISTRICT AGENCY NATIONAL CAPITAL REVITALIZATION CORPORATION

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT RESIDENTIAL DEVELOPMENT FUNDING AMOUNT _____PROJECTED START DATE 5/1/2007 PROJECT DURATION 4 YEAR PROJECT

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					
F					
G					
H					
I					
J					
K					

Revised 07/05

*For Office Use Only:
Profile No: _____

Contract Compliance Form
Reporting Compliance with D.C. Law 14-24, Mayor's Order 83-265, and D.C. Law 5-93
First Source Employment Agreement

Instructions:

To be completed by the employer and submitted on the 10th of each month until completion of the project. Forward to:

Department of Employment Services (DOES)
609 H Street, N.E., Room 416
Washington, D.C. 20002

Telephone: (202) 698-5772/6001 Fax: (202) 698-5717 TTD: (202) 698-4817

Toll Free Number: 1-877-319-7346 Website: www.does.dc.gov

Reporting Period: _____, 20

Name of Firm: _____

Address: _____

Contact Person: _____ E-mail: _____

Title: _____ Telephone Number: _____

Employer Federal Identification Number: _____

Contract/Loan Number: _____

Project Location: _____

Project Start Date: _____ Project End Date: _____

Contracting/Lending Agency: _____

I. Vacancies, Referrals and Hires

Please provide monthly and cumulative statistics for the number of jobs created, referrals made, and hires.

	This Month	Cumulative
Number of Vacancies Currently Available		
Number of Vacancies Listed with DOES		
Total Number of Hires		
Number of District Residents Hired		
Number of DOES Referrals Hired		
Number of Current Employees Transferred to Work on Project		
Referrals Made by Other Sources		
DOES Referrals Made		

II. New Hires This Month

List the name, social security number, job title, hire date and place of residence for all new hires. Referral sources are (1) DOES and (2) Other Referral Sources (specify).

[illegible]

III. Current Workforce This Month

List the name, social security number, address, job title and hire date of all current employees transferred to work on the project this month.

NAME	SSN	ADDRESS	JOB TITLE	HIRE DATE

IV. Laid-Off Employees This Month

List the name, social security number, address, job title, and hire date for all laid-off employees recalled to work on the project this month.

NAME	SSN	ADDRESS	JOB TITLE	HIRE DATE

V. Terminations This Month

List the names of all employees employed on the project that were terminated and/or resigned during this reporting period.

NAME	SSN	JOB TITLE	TERMINATION DATE	PLACE OF RESIDENCE

VI. Indicate whether your firm is a subcontractor on this project: YES NO
If yes, name of prime contractor: _____

VII. Comments:

Describe any problems you have experienced in meeting your job creation projections in implementing the First Source Employment Agreement.

Signature

Date