

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

January 30, 2007

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. 06-24 / Post-Hearing Filing  
(Consolidated PUD – Level 2 Development, LLC)**

RECEIVED  
D.C. OFFICE OF ZONING  
2007 JUL 30 PM 3:11

Dear Members of the Zoning Commission:

This post-hearing filing (one original and twenty copies) is submitted on behalf of Level 2 Development, LLC in support of the above-referenced PUD application. The following items are provided in response to the comments and concerns raised by the Zoning Commission at the public hearing on January 25, 2007:

1. revised drawings from Shalom Baranes Associates, including roof plans showing the stairway from the 9<sup>th</sup> floor, areas for additional green roof, a diagram of the mechanical equipment at the penthouse level;
2. clarification on the LEED elements and objectives for the project; and
3. a copy of the signed First Source Employment Agreement filed with the Department of Employment Services.

We remain hopeful of the Zoning Commission's favorable review of the PUD application. Thank you for your considerate attention to this matter.

Sincerely,

HOLLAND & KNIGHT, LLP

*Leila Batties*

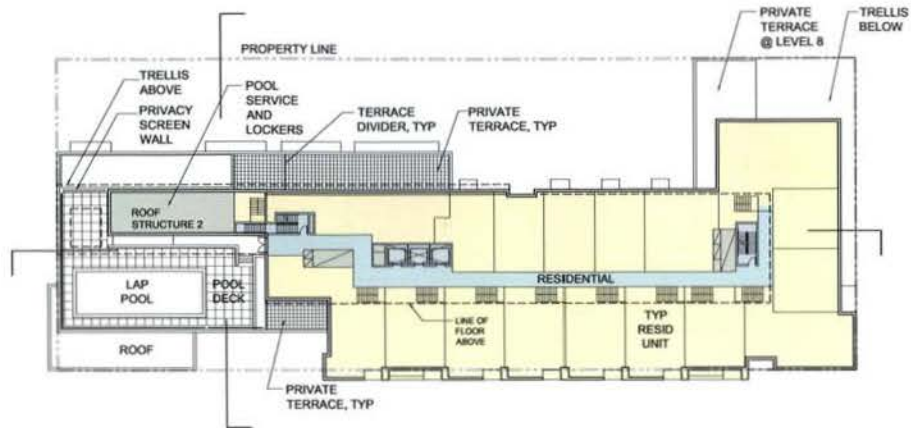
Leila M. Jackson Batties

ZONING COMMISSION  
District of Columbia

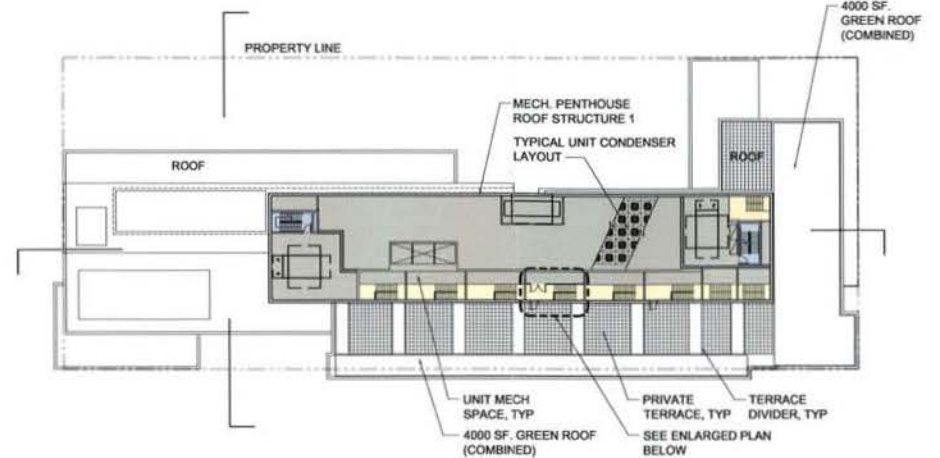
CASE NO. 06-24

EXHIBIT NO. 43

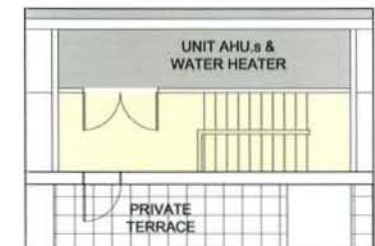
Cc: Advisory Neighborhood Commission 1B (c/o Philip Spalding via U.S. Mail, w/enc.)  
Ms. Jennifer Steingasser, Office of Planning (via hand delivery, w/ enc.)  
Mr. Matt Jesick, Office of Planning (via hand delivery, w/ enc.)



LEVEL 9



PENTHOUSE LEVEL



TYPICAL UNIT MECH. SPACE PLAN  
Scale: 1"=10'-0"

KEY	
RETAIL	
RESIDENTIAL	
CIRCULATION	
CORE	
PARKING	
SERVICE	

NOTES:  
1. THE EXTERIOR ELEVATIONS, INCLUDING DOOR AND WINDOW SIZES AND LOCATIONS, THE INTERIOR PARTITION LOCATIONS, THE NUMBER, SIZE, AND LOCATIONS OF RESIDENTIAL UNITS, BALCONIES, STAIRS AND ELEVATORS ARE PRELIMINARY AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. THE PARKING SPACE LAYOUTS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. THE FINAL LAYOUTS MAY VARY.

2400 14TH STREET, NW WASHINGTON, DC

REVISED PER REQUEST OF ZONING COMMISSION  
- JANUARY 30, 2007

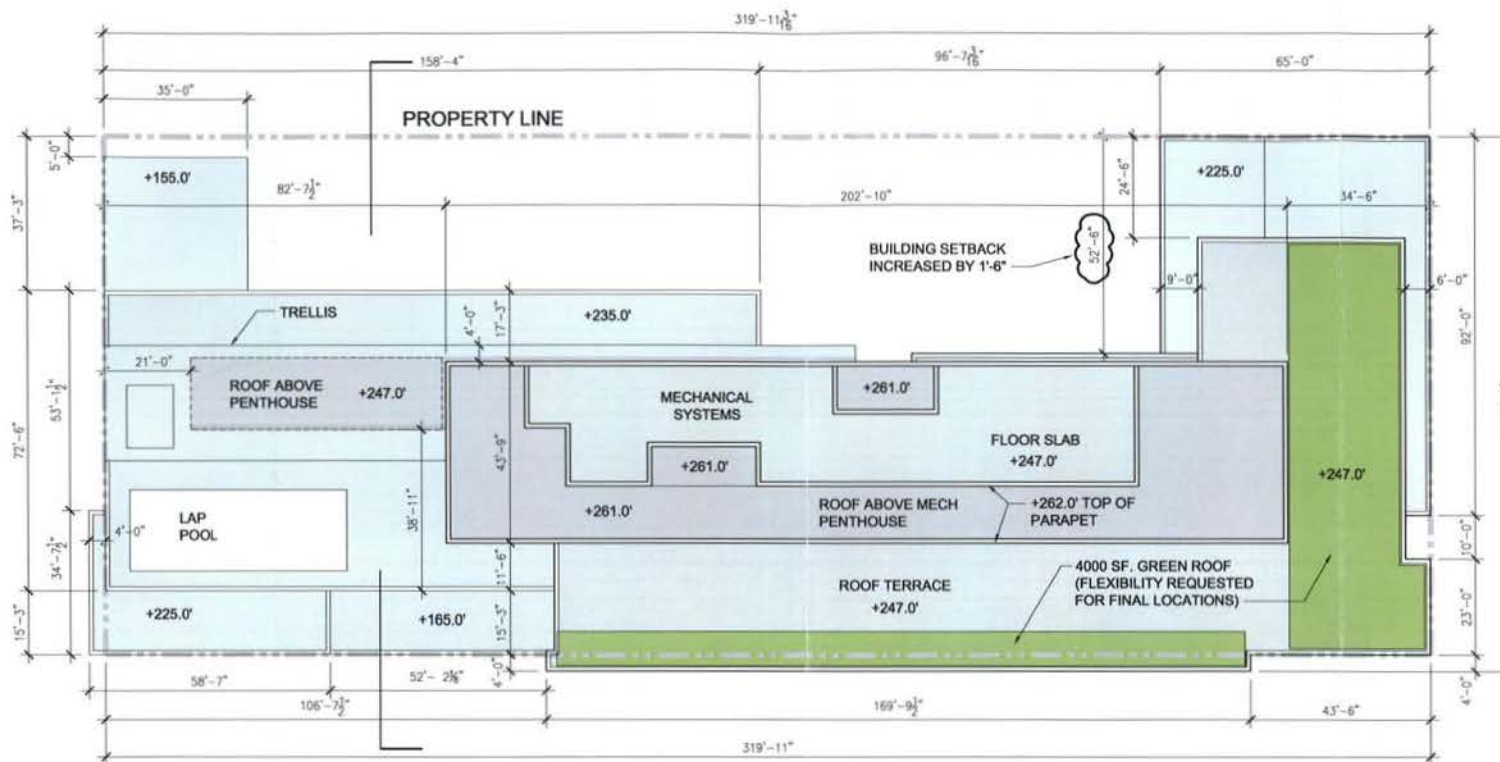
LEVEL 2 DEVELOPMENT | Jan 05, 2007 | copyright ©2008 sha. PC



LEVEL 9 & PH PLANS

A4

shalom baranes associates architects



**NOTES:**

1. THE EXTERIOR ELEVATIONS, INCLUDING DOOR AND WINDOW SIZES AND LOCATIONS, THE INTERIOR PARTITION LOCATIONS, THE NUMBER, SIZE, AND LOCATIONS OF RESIDENTIAL UNITS, BALCONIES, STAIRS AND ELEVATORS ARE PRELIMINARY AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. THE PARKING SPACE LAYOUT ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. THE FINAL LAYOUT MAY VARY.

**2400 14TH STREET, NW** WASHINGTON, DC

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- JANUARY 30, 2007

LEVEL 2 DEVELOPMENT | JAN 05, 2007 | copyright © 2006 sha, PC



**ROOF PLAN** A5

shalom baranes associates architects

*The following Sustainable Design Elements are 20 items that the owner has committed to provide for the project. The project will not be submitted to the U.S. Green Building Council for review and LEED certification; however, the project will be designed in accordance with the definitions used in Version 2.2.*

## **Sustainable Sites**

### ***Erosion and Sedimentation Control:***

An erosion and sediment control plan will be required conforming to the DC or EPA criteria to contain soil, and prevent sedimentation and dust. Preliminary plans have been included in the Filing documents.

### ***Site Selection:***

Verification that the site does not violate any of the prohibited site characteristics.

### ***Urban Redevelopment (Development Density and Community Connectivity):***

Verification that either 10 basic community services w/in ½ mile radius, or that the site is w/in a community with at least a 1.5 average FAR.

### ***Alternative Transportation-15% bike storage:***

Bike storage will be provided for 15% of the total number of units constructed.

### ***Alternative Transportation-public transportation::***

Verification of distance of less than 1/2 mile to the Metro or 1/4 mile to 2 bus line stops.

### ***Stormwater management (Rate and Quantity):***

A green roof of 4000 square feet will be provided to reduce the project's run-off compared to the already fully developed site.

### ***Stormwater management (Quality):***

Filtration and stormwater tank meeting WASA requirements will be provided.

***Heat Island Effect:***

The green roof of 4000 square feet will reduce the overall heat island effect of the roof. The location of almost all of the parking in a subsurface garage and shading of a portion of the remaining parking will meet the non-roof heat island effect definition.

**Water Efficiency*****Water Efficient Landscaping:***

The garden area will be designed using tolerant plants and/or high efficiency irrigation system to reduce use by 50% from standard practice.

**Energy and Atmosphere*****Fundamental Building Systems Commissioning:***

The building common systems will follow the commissioning practices defined in the LEED handbook.

***Minimum Energy Performance:***

The project will meet the ASHRAE 90.1 performance requirements.

***CFC Reduction in HVAC&R Equipment:***

CFCs will be reduced or eliminated from building mechanical systems.

**Materials and Resources*****Storage and Collection of Recyclables:***

A separate room will be provided for the collection and storage of domestic recyclable materials.

**Indoor Environmental Quality*****Minimum IAQ Performance:***

The project will comply with the ASHRAE 62.1 ventilation requirements.

***Construction IAQ Management Plan-during construction:***

A plan will be required demonstrating that the construction procedures will meet the SMACNA guidelines for air quality and that absorptive construction material will be protected. If permanent AHUs are used during construction high efficiency filters will be required.

***Low-Emitting Materials, Carpet:***

Low emitting carpet will be specified and required.

***Daylight & Views 75%:***

The project will be designed to incorporate daylight and/or views from 75% of the residential regularly occupied spaces.

***Controllability of Systems – lighting:***

The project will be designed to provide control of lighting to over 90% of occupants.

***Controllability of Systems – thermal comfort:***

The project will be designed to provide control of thermal comfort and operable windows for over 50% of occupants.

**Innovation & Design Process**

***LEED Accredited Professional:***

The project will utilize the services of a LEED-AP professional.

# Holland+Knight

Tel 202 955 3000  
Fax 202 955 5564

Holland & Knight LLP  
2099 Pennsylvania Avenue, N.W., Suite 100  
Washington, D.C. 20006-6801  
www.hklaw.com

JAN 25 2007

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

January 29, 2007

## VIA HAND DELIVERY

Ms. Vernell Jordan, Program Analyst  
First Source Agreement Program  
Department of Employment Services  
609 H Street, N.E. Room 433  
Washington, D.C. 20002

**Re: First Source Employment Agreement  
Level 2 Development, LLC / Zoning Commission Case No. 06-24**

Dear Ms. Jordan:

Enclosed please find the First Source Employment Agreement proffered by Level 2 Development, LLC, in connection with the planned unit development (the "PUD") proposed under the above-referenced Zoning Commission case. Please countersign the agreement and return a copy of the fully executed agreement to me at your earliest convenience.

Thank you for your considerate attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

*Leila Batties*

Leila M. Jackson Batties

Enc.

Cc: Mr. David Franco, Level 2 Development, LLC (w/ enc.)

# 4325573\_v1

## **FIRST SOURCE EMPLOYMENT AGREEMENT**

Contract Number: N/A

Contract Amount: N/A

Project Name: **2400 14<sup>TH</sup> STREET, NW PLANNED UNIT DEVELOPMENT**

Project Address: **2400 14<sup>TH</sup> STREET, NW** Ward: **ONE**

Nonprofit Organization: (Yes) \_\_\_\_\_ (No) XXX

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 **LEVEL 2 DEVELOPMENT, LLC**, 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 new hire positions at the 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 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 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 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, 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 associated with the Project, 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, Loudon, 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 26 day of January, 2007

Signed:

DEPARTMENT OF EMPLOYMENT SERVICES

**LEVEL 2 DEVELOPMENT, LLC**

By:

  
David Franco, Member

Address: 1612 U Street, NW, Suite 401  
Washington, D.C. 20009

Phone: (202) 483-1110

## EMPLOYMENT PLAN

### Instructions:

- Submit original to the Department of Employment Services (DOES) as an Exhibit to the First Source Employment Agreement.
- DOES will contact Employer.

NAME OF  
FIRM LEVEL 2 DEVELOPMENT, LLC

ADDRESS 1612 U STREET, N.W., SUITE 401, WASHINGTON DC 20009

TELEPHONE NUMBER 202-483-1110 FEDERAL IDENTIFICATION NO. 20-4223872

CONTACT  
PERSON DAVID FRANCO TITLE MANAGER

TYPE OF  
BUSINESS REAL ESTATE DEVELOPMENT

ORIGINATING DISTRICT  
AGENCY N/A

TYPE OF PROJECT: MIXED USE PUD FUNDING AMOUNT: N/A  
PROJECTED START DATE 2008 PROJECT DURATION 20 MONTHS

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.

[illegible]

Signature: \_\_\_\_\_ Date: \_\_\_\_\_