

16 October 2007

DC Zoning Commission
441 4th Street NW
Washington, DC 20001

**Re: Case No. 07-13
Corcoran/Randall School PUD and Map Amendments**

Dear Commissioners:

At a duly noticed public meeting on October 15, 2007, ANC 6D, with a quorum being present (a quorum being four of seven Commissioners) voted (5-0-1) to approve the attached resolution that supports the application for a PUD and map amendment requested by the Corcoran Gallery and Monument Realty.

In the last month, both the Corcoran Gallery and Monument Realty have taken substantial steps to both improve the massing and design of the project, and to provide a benefits package that will greatly enhance the presence of the Corcoran College of Art + Design in the Southwest community. (The benefits agreements are attached.)

The developers have made significant modifications to the design which eliminate bays that protruded from the rear of the building; that increase access to Randall Recreation Center and pool by providing a public easement on H Street SW, and that move the buildings' loading docks and make it impossible for trucks longer than 40' to access those docks. Further, they have offered to renovate the park area to the east of the building. They have also agreed to provide preferences for Southwest residents in employment, procurement, and affordable housing. Finally, they will make a contribution of \$200,000 to a Community Investment Fund to support community-wide projects.

The Corcoran has committed to funding scholarships for Southwest residents, open their classes and gallery to the local community to provide training for local art teachers and work with our local schools. Further, they will sponsor an annual Southwest art festival, museum tours, beautification projects and other activities to reinforce a positive and long-lasting relationship with the neighborhood.

ANC 6D therefore urges you to support the Applicant's PUD and map amendment. The Commission hopes that the Zoning Commission will take into account the great weight of ANC 6D's views on this project. Thank you for your consideration.

This letter will serve to authorize Commissioner David Sobelsohn, who serves the area of the project, to represent the ANC in this matter.

Sincerely,



Roger Moffatt
Chair

ZONING COMMISSION
District of Columbia
CASE NO. 07-13
EXHIBIT NO. 49

ZONING COMMISSION
District of Columbia
CASE NO.07-13
EXHIBIT NO.49



**Re: Case No. 07-13:
Corcoran/Randall School PUD and Map Amendment**

WHEREAS, the residency of the Corcoran College of Art + Design in the former Randall Junior High School, and the renovation of that school, will provide substantial benefits to our neighborhood; and—

WHEREAS, as set forth in the attached agreement, the Corcoran Gallery of Art has made substantial commitments to bring arts education to our community, including teacher training, arts education in our schools, scholarships for our residents, and other benefits; and—

WHEREAS, as set forth in the attached agreement, the Corcoran Gallery of Art has made substantial commitments to bring art into our neighborhood, including an annual neighborhood visual arts project, an annual arts festival, museum tours, a special program for residents who volunteer at the Corcoran, project beautification pending construction and art in the Delaware Avenue circle, and other benefits; and—

WHEREAS, as set forth in the attached agreement, these developers have agreed to free up access on H Street, Southwest; to provide a permanent public easement on H Street; and to make it impossible to dock trucks over 40-feet long on their property; and—

WHEREAS, as set forth in the attached agreement, these developers have agreed to prefer ANC 6D residents for the project's "affordable housing"; and—

WHEREAS, as set forth in the attached agreement, these developers have promised employment preferences for ANC 6D residents, both during and after construction; and—

WHEREAS, as set forth in the attached agreement, these developers have agreed to make a substantial contribution to our Community Investment Fund; and—

WHEREAS, as set forth in the attached agreement, these developers have agreed to public-park landscaping, or in the alternative to make an additional contribution to our Community Investment Fund; and—

WHEREAS, as we engage other developers going forward, this benefits package provides another set of obligations elicited from a developer for our support; and—

WHEREAS, the artists who had studios in the project site are well represented by counsel in their efforts to secure their rights to return to the property, and will have additional rights under the attached agreement;

THEREFORE, BE IT RESOLVED:

1. This ANC 6D supports the pending Planned Unit Development application in Zoning Commission Case No. 07-13; and—
2. This ANC 6D authorizes ANC Commissioner David Sobelsohn to represent this ANC before the Zoning Commission and the Historic Preservation Review Board in this case.

Approved by ANC 6D on Monday, October 15, by a vote of 5-0

AGREEMENT

This agreement is made this 15th day of October by and between Advisory Neighborhood Commission 6D and MR Randall Capital LLC (the "Agreement").

I. EMPLOYMENT.

A. Construction: In building the Randall facility, MR Randall Capital LLC (or its designee) and its general contractor will develop a program for its subcontractors that includes the following--

1. Recruitment of construction workers from ANC 6D by purchasing quarterly ads in the *Southwester*, between breaking ground and issuance of the final certificate of occupancy;
2. An overall 5% "first-source" employment goal for qualified ANC 6D residents; and--
3. Tie-breaking preferences, as to--
 - a. LSDBE companies, for companies headquartered in ANC 6D, and--
 - b. Construction workers, for qualified workers living in ANC 6D.

B. After Construction: Except for educational services, as to administrative, management, community-relations, landscaping, janitorial, and other services needed after the project is finished, MR Randall Capital LLC (or its designee), its contractors and subcontractors will continue to have both a tie-breaking preference for qualified ANC 6D companies and residents, and a 5% ANC 6D "first-source" resident employment goal. To ensure a perpetual obligation, MR Randall Capital LLC (or its designee) will include these commitments as part of the registered condominium documents, both land and residential, whether the residential part of the project is sold as condominium units or rental apartments. MR Randall Capital LLC (or its designee) will also use its best efforts to include these commitments in any contract to sell its portion of the facility.

II. PARK LANDSCAPING. MR Randall Capital LLC (or its designee) will make a good-faith effort to obtain the right to landscape, as a park, the area from the Randall School to the Randall Recreation Center, encompassing the area between I St. and the Randall Recreation Center swimming pool, and between Half St., SW and the Randall Recreation Center parking lot (hereinafter "Corcoran Park"). By three years after issuance of the first building permit for above-grade construction of the Randall project, MR Randall Capital LLC (or its designee) will complete designing, permitting, and landscaping Corcoran Park as a park. Alternatively, instead of landscaping Corcoran Park, in its discretion or if it cannot obtain the needed permits, MR Randall Capital LLC (or its designee) will, by three years after issuance of the first building permit for above-grade construction of the Randall project, either (a) spend \$30,000 to upgrade Lansburgh Park, being that park just east of Delaware Avenue, between I Street and M Street, SW; or (b) contribute \$30,000 to an ANC 6D Community Investment Fund. By two years after

issuance of the first building permit for above-grade construction of the Randall project, MR Randall Capital LLC (or its designee) will communicate its chosen alternative, in writing, to the chair of ANC 6D. If the alternative chosen is a \$30,000 contribution to an ANC 6D Community Investment Fund, this will be in addition to the \$200,000 specified under part IV below, with the same condition: if such Community Investment Fund does not yet exist, the money will sit in escrow until the establishment of such a Fund.

III. AFFORDABLE HOUSING. In pre-qualifying applicants for the project's "affordable housing" units, MR Randall Capital LLC (or its designee) shall treat ANC 6D residents equally with other applicants. If more qualified applicants apply for the "affordable housing" units than the number of units in that category, MR Randall Capital LLC (or its designee) will award these housing units on a lottery basis to qualified renters or buyers. In that lottery, residents of ANC 6D as of this agreement's execution date will receive six tickets, other residents of DC as of the lottery date will receive two tickets, and all other applicants will receive one ticket. This lottery preference for ANC 6D residents shall apply whether the residential units are sold as condominium units or rented as rental apartments. To ensure a perpetual obligation, MR Randall Capital LLC (or its designee) will include this lottery preference in its required Affordable Housing Covenant, and use its best efforts to include this lottery preference in any contract to sell its portion of the facility. The DC City Councilmember for Ward Six may, in his discretion, veto this provision, provided that he expresses this veto in writing, to ANC 6D, by July 1, 2008.

IV. COMMUNITY INVESTMENT FUND. By one year after issuance of the first building permit for above-grade construction for the Randall project, Monument Realty or MR Randall Capital LLC (or its designee) will make a \$200,000 contribution to an ANC 6D Community Investment Fund. If such Community Investment Fund does not yet exist, the money will sit in escrow until the establishment of such a Fund.

V. EASEMENT. Within 6 months after transfer of the Randall project property from the Corcoran Gallery of Art to MR Randall Capital LLC, and subject to approval by the DC Department of Transportation, MR Randall Capital LLC will convey, or will cause the owner of the southern portion of H Street (closed)--that being the privately owned southern part of H Street between First Street and Half Street, SW--to convey a perpetual public easement on that portion of H Street, SW.

VI. LOADING DOCKS. No loading dock for the residential portion of the Randall facility will accommodate vehicles over 40 feet in length. MR Randall Capital LLC (or its designee) will not permit vehicles over 40 feet in length to unload on the Randall grounds. To ensure a perpetual obligation, MR Randall Capital LLC (or its designee) will include these commitments as part of the registered condominium documents, both land and residential, whether the residential part of the project is sold as condominium units or rental apartments. MR Randall Capital LLC (or its designee) will also use its best efforts to include these commitments in any contract to sell its portion of the facility.

VII. WEBPAGE. Within three months after the execution of this agreement, Monument Realty or MR Randall Capital LLC (or its designee) will set up a webpage for the Randall School project. This webpage shall be in addition to any webpage set up by the Corcoran.

VIII. ANNUAL REPORT. Beginning with the year of the execution of this agreement, each year Monument Realty and MR Randall Capital LLC (or its designee) will make an annual report, to ANC 6D and to the DC city councilmember whose district includes the Randall facility, of the benefits covered by this agreement. In the discretion of Monument Realty and MR Randall Capital LLC (or its designee), this report may be in writing, and may be a combined report with the Corcoran. To ensure a perpetual obligation, MR Randall Capital LLC (or its designee) will include this commitment as part of the registered condominium documents, both land and residential, whether the residential part of the project is sold as condominium units or rental apartments. MR Randall Capital LLC (or its designee) will also use its best efforts to include this commitment in any contract to sell its portion of the facility.

IX. DEPENDENT ON CORCORAN AGREEMENT. This agreement depends on execution of a related agreement between ANC 6D and the Corcoran Gallery of Art. However, once these agreements are executed, the obligations of MR Randall Capital LLC under this agreement are independent of the obligations of the Corcoran under its agreement.

X. ANC PROJECT SUPPORT. Upon execution of this agreement, ANC 6D will support MR Randall Capital LLC's currently proposed Planned Unit Development for the Randall project, before any government bodies with the power to approve or reject the proposal.

XI. DEFINITION. In this agreement, the term "ANC 6D" means the Advisory Neighborhood Commission or Commissions that cover the neighborhood, or the geographic neighborhood itself, bounded by the following: on the west, Raoul Wallenberg Place, NW, the 14th Street Bridge, and the Potomac River; on the south, the Anacostia River; on the east, South Capitol St. (north of I-395), 7th St., SE (between I-395 and M St., SE), and 11th St., SE (south of M St., SE); and, on the north, Independence Ave., NW (west of South Capitol St.), I-395 (between South Capitol St. and 7th St., SE), and M St., SE (east of 7th St., SE). We expect the official designation of this Commission to change periodically with decennial reapportionment, and intend this agreement to benefit the residents of the above-defined neighborhood in perpetuity, whatever the designation of the Commissions that cover the neighborhood in which they live.

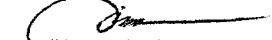
By signing below, each party represents that it is authorized to sign on behalf of the entity or organization it represents.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

MR RANDALL CAPITAL LLC

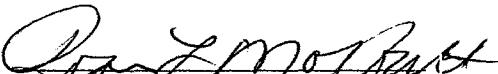
By:


Name: F. Russell Hines

Title: Authorized Signature

ADVISORY NEIGHBORHOOD COMMISSION 6D

By:


Name: Roger Moffatt

Title: Chairman ANC 6D

CORCORAN

GALLERY OF ART • COLLEGE *of* ART + DESIGN

Randall School SW Community Benefits

ARTS EDUCATION

A. Educator Institute: Beginning in the academic year following the year of this agreement's execution, the Corcoran will assign an official mentor to each DC public-school teacher who seeks art-teacher certification through the Corcoran College of Art + Design.

Beginning in the academic year following the year of this agreement's execution, for each DC public-school art teacher, and also for each schoolteacher designated by an ANC 6D public-school principal—whether or not that teacher is already certified or employed to teach art—the Corcoran will fully waive tuition for continuing-education classes not otherwise at maximum enrollment.

B. Graduate Students: Beginning in the academic year following the year of this agreement's execution, in each academic year, as part of their curriculum, the Corcoran will require its Master's in Art Teaching students to provide arts education for youth in ANC 6D. Some of this education will take place on public-school days. Some of this education will include art, done by ANC 6D neighborhood youth, to beautify ANC 6D neighborhood schools.

C. ANC 6D Scholarships

1. General Provisions

- a. In each academic year, the Corcoran will promote each category of ANC 6D scholarships by purchasing an ad in the Southwester.
- b. The Corcoran will make, as one of its highest fundraising priorities, raising funds to expand the number of these scholarships.
- c. ANC 6D will make a good-faith effort to raise, from among ANC 6D residents, funds to expand the number of these scholarships.
- d. The Corcoran will award these scholarships beginning with its first full academic year of occupancy of the Randall facility.

2. Specific Scholarships

- a. **Degree Program:** Every academic year in which the Corcoran receives a qualified applicant from among the residents of ANC 6D, the Corcoran College of Art + Design will provide at least one (1) full scholarship, including a waiver of lab fees, for its degree program, to an ANC 6D resident. In awarding these ANC 6D degree-program scholarships, the Corcoran will include financial need as one of its selection criteria.
- b. **Non-degree Courses:** The Corcoran will provide at least ten (10) annual full scholarships, including a waiver of lab fees, for ANC 6D residents, both youth and adults, to take non-degree art courses, at the Corcoran, of the students' choice.

These non-degree art-course scholarships will be first-come, first-served. Each year, the actual number of these scholarships, if more than 10, shall be determined as follows: (1) The Corcoran will provide a formula by which, as of October 1, 2007, 0.5% of its non-degree students equals 10; (2) On July 1 of each academic year, the Corcoran will apply that formula to the number of non-degree students enrolled at the Corcoran during the previous academic year; (3) The Corcoran will communicate the resulting number to ANC 6D in writing by the July meeting of ANC 6D; and (4) For the academic year including that July 1, the Corcoran will provide scholarships equal to 0.5% of the number of its non-degree students for the previous academic year.

- c. **Camp Creativity:** The Corcoran will award at least 5 annual full Camp Creativity scholarships to ANC 6D residents. After the Corcoran's Randall facility opens, the Randall facility will host part of Camp Creativity.
- D. Artist Internships:** The Corcoran will make a good-faith effort to negotiate, with artists who have studios on-site, for potential internships for Corcoran students with those artists.
- E. ArtReach:** Once open, the Randall School will become a Corcoran Gallery ArtReach center with an on-site ArtReach staffperson, similar to the other ArtReach centers the Corcoran currently operates.
- F. ANC 6D Art Show:** from March 5-April 9, 2008, students in each of the public schools in ANC 6D will participate in an art show at the Corcoran's art gallery at THEARC in Southeast.

ART IN THE NEIGHBORHOOD

- A. Annual Neighborhood Visual Arts Project:** Beginning in its first full academic year of occupancy at the Randall School, in each academic year the Corcoran will designate an ANC 6D neighborhood visual arts project for that year (ANVAP), and provide the resources needed to make that project a reality. In selecting any year's ANVAP, the Corcoran will seek input from ANC 6D, from the Southwest Neighborhood Assembly, and from artists who live or work in ANC 6D. However, the Corcoran alone will determine any year's ANVAP.
- B. Annual Arts Festival:** Beginning in the Corcoran's first full academic year of occupancy at the Randall School, in each academic year the Corcoran will organize, sponsor, and provide resources for an annual public free-admission outdoors Arts Festival in ANC 6D. The Arts Festival will serve as the occasion for announcing that year's ANVAP, and include space for artists who live in ANC 6D, for Randall School faculty and students, and for artists who have studios in the Randall facility. In planning any year's Arts Festival, the Corcoran will seek input from ANC 6D, from the Southwest Neighborhood Assembly, and from other ANC 6D neighborhood organizations. The Corcoran may solicit co-sponsorship from Arena Stage, Southeastern University, and other ANC 6D institutions. However, aside from including an announcement of each year's ANVAP, and space for artists with studios in the Randall facility, the nature and scope of each year's Arts Festival will be up to the Corcoran. In particular, the Corcoran will have discretion to hold the festival entirely on a part of the Randall School grounds to which the community has access.

- C. **Corcoran Gallery Art Tours:** Periodically, and targeted to ANC 6D children and seniors, the Corcoran will lead free tours of its own museum on 17th Street, NW, and of other DC art museums and galleries. As to seniors, this does not commit the Corcoran to providing transportation.
- D. **6D Volunteers:** Within the first year after opening of the Randall facility, the Corcoran will establish a program of recruiting volunteers from ANC 6D for Corcoran activities at the Randall facility and elsewhere. As part of this program and during their period of volunteering, ANC 6D volunteers will receive full tuition waivers to take Corcoran non-degree classes, of their choosing, not otherwise at maximum enrollment, and free admission to at least one paid Corcoran event not otherwise sold out.
- E. **Randall Neighborhood Night:** Starting with the year in which this agreement is executed, and annually thereafter, the Corcoran will hold an annual "Randall Neighbor Day" at its museum on 17th Street, NW, during which ANC 6D residents (with proper identification) will have free admission to the museum.
- F. **Educator Memberships:** Starting with the year in which this agreement is executed, and annually thereafter, the Corcoran will give five (5) free year-long Individual Memberships to DC public-school teachers. The DC Public Schools Art Director shall select each year's DC Public Schools Corcoran Educator Members, except that (1) each year one membership must go to a teacher in an ANC 6D public school, and (2) no DC public-school teacher can receive an educator membership for more than two (2) consecutive years. In addition to the general benefits of an Individual Membership, educator members shall also have the right to one year's free membership in a Special Interest society.
- G. **Open Art Gallery:** The Randall facility will have a public gallery to which residents of ANC 6D will have free admission, except during exhibition installation or de-installation. This gallery will have periodic shows of art from artists who live in ANC 6D.
- H. **Open Student Space:** The Corcoran will provide their Randall students with workspace on the grounds of the facility, outside and visible to the public. However, Corcoran faculty will have discretion to exclude members of the public during art classes.
- I. **Randall School Interim Beautification:** Within three months after execution of this agreement, the Corcoran will arrange for beautification of the current Randall School exterior by, for example, murals covering the plywood.
- J. **Delaware Circle Sculpture:** The Corcoran will make a good-faith effort to obtain approval, from the DC Department of Transportation, to place a sculpture in the middle of the circle at the intersection of H Street and Delaware Avenue, SW. Once such approval is granted, and no later than the opening of the Corcoran's portion of the Randall facility, the Corcoran will obtain and place a sculpture in the middle of the Delaware Avenue circle.

MEETING SPACE

If the Randall facility has a lecture hall, the Corcoran will provide space at the Randall facility--at no charge--for 24 neighborhood town meetings per year. If the Randall facility has no lecture hall, the Corcoran will provide space at the Randall facility--at no charge--for 24 public community meetings per year.

EMPLOYMENT

Except for educational services, as to administrative, management, community-relations, landscaping, janitorial, and other services needed after the project opens, the Corcoran, and its contractors and subcontractors, will have--

- A. An overall 5% "first-source" employment goal for qualified ANC 6D residents; and--
- B. Tie-breaking preferences, as to service--
 1. Companies, for companies headquartered in ANC 6D, and--
 2. Workers, for qualified workers living in ANC 6D.

LOADING DOCK - No Corcoran loading dock at the Randall facility will accommodate vehicles over 40 feet in length, and the Corcoran will not permit vehicles over 40 feet in length to unload on the Randall grounds.

WEBPAGE - Within three months after the execution of this agreement, the Corcoran will set up a webpage for the Randall School project. At the Corcoran's discretion, this webpage may be on the Corcoran's own website. However, this webpage shall be in addition to any webpage set up by Monument Realty or by MR Randall Capital LLC.

ANNUAL REPORT - Beginning with the year following the execution of this agreement, each year the Corcoran will make an annual report, to ANC 6D and to the DC city councilmember whose district includes the Randall facility, of the benefits covered by this agreement. In the Corcoran's discretion, the report may be in writing; may be a combined report by both the Corcoran and the owner or manager of the residential portion of the Randall facility; and may include other aspects of the Corcoran's Randall facility.

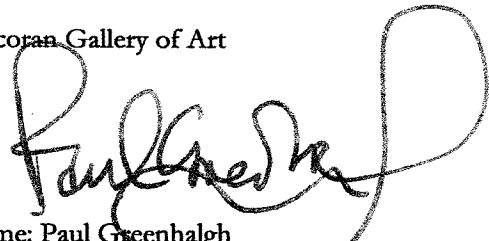
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DEFINITION - In this agreement, the term "ANC 6D" means the Advisory Neighborhood Commission or Commissions that cover the neighborhood, or the geographic neighborhood itself, bounded by the following: on the west, Raoul Wallenberg Place, NW, the 14th Street Bridge, and the Potomac River; on the south, the Anacostia River; on the east, South Capitol St. (north of I-395), 7th St., SE (between I-395 and M St., SE), and 11th St., SE (south of M St., SE); and, on the north, Independence Ave., NW (west of South Capitol St.), I-395 (between South Capitol St. and 7th St., SE), and M St., SE (east of 7th St., SE). We expect the official designation of this Commission to change periodically with decennial reapportionment, and intend this agreement to benefit the residents of the above-defined neighborhood in perpetuity, whatever the designation of the Commissions that cover the neighborhood in which they live.

The Corcoran Gallery of Art

By:

A handwritten signature in black ink, appearing to read "Paul Greenhalgh".

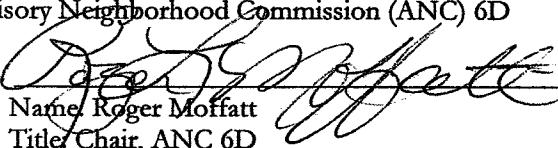
Name: Paul Greenhalgh

Title: Director and President

Date: October 15, 2007

Advisory Neighborhood Commission (ANC) 6D

By:

A handwritten signature in black ink, appearing to read "Roger Moffatt".

Name: Roger Moffatt

Title: Chair, ANC 6D

Date: October 15, 2007