ShawPittman

A Law Partnership Including Professional Corporations

September 20, 2000

00 SEP 20 P 3:36

BY HAND DELIVERY

D.C. Board of Zoning Adjustment
Suite 210
441 4th Street, N.W.
Washington, D.C. 20001

Re: BZA Application No. 16531
Father Flanagan's Boys Town of Washington
4801 Sargent Road, N.E.

Dear Members of the Board:

This letter and attachments represent Father Flanagan's Boys Town of Washington's ("Boys Town") additional post-hearing submission as requested by the Board of Zoning Adjustment ("BZA or Board") in a Memorandum to File dated April 21, 2000 ("Memorandum"). In this Memorandum, the BZA requested that Boys Town address the following issues prior to the BZA's decision in this case:

- **Water Run Off;**
- **Noise Abatement;**
- **Community Liaison Program; and**
- **Security Plan.**

SUMMARY

As was pointed out at the public hearing on this case, Boys Town is asking for the right to increase its foster child population on this site by nine children. It has, pursuant to BZA Order No. 15805, the right to accommodate housing for 15 youths. This application asks that this limit be raised to 24. It proposes to accomplish this with the construction of four detached foster care homes. The construction of these buildings will facilitate Boys Town's ability to help alleviate the District of Columbia's current crisis in its child welfare system.

BZA
Case No. 16531
Exhibit No. 68

Board of Zoning Adjustment
District of Columbia
CASE NO.16531
EXHIBIT NO.68A

As has been well publicized in the media, the District of Columbia child welfare system, which is under Court receivership, is in desperate condition. As a Washington Post September 6, 2000, article, attached hereto as Exhibit A, demonstrates, the chaos in this system has been exacerbated because the State of Maryland (which is currently housing 1100 District of Columbia children) has refused to accept any more. While approval of this application will not solve all of the problems associated with the child welfare system, it is important to note that Boys Town, with its own monies, will build these facilities and ultimately house at least 24 foster kids here if approved by the BZA. It is also important to note that the information requested in the BZA Memorandum is all related to "existing conditions." As Boardmember Robert Sockwell noted in the public hearing, the actual new construction proposed in the pending application will not create additional water problems, noise problems or the like. Any such problems that exist, actually pre-date Boys Town's purchase of the subject property, which Boys Town is trying to re-mediate.

WATER RUN OFF

As discussed in greater detail in Boys Town's March 13, 2000 post-hearing submission to the BZA, the Boys Town technical team and Mr. Tim Kari-Kari, a representative of the Department of Health – Soil Erosion and Sediment Control Division, believe that the construction of the proposed stormwater management improvements (as shown in that submission) will alleviate the existing conditions of water emanating from the Boys Town property to the neighboring properties. In order to proceed with those improvements, Boys Town has obtained Building Permit No. B428974 which authorizes the construction of a retaining wall and french drain along the edge of the Boys Town property. In addition, Boys Town has obtained Public Space Permit No. B532709 which allows it to make the necessary repairs in the alley area to alleviate the issues regarding water run-off from the Boys Town property to adjoining properties. Copies of these permits are attached to this letter as Exhibit B.

Unfortunately, the process to obtain these permits took longer than is normally expected, likely due to the heightened scrutiny that was given to these permit applications as a result of the vocal community involvement in the project. After a series of meetings, and receiving preliminary comments from the District's reviewing agencies, the permit drawings were initially resubmitted to the appropriate reviewing agencies of the District in early June 2000. After continued prodding, and consultation between Boys Town's representatives and representatives of the Department of Consumer and Regulatory Affairs (DCRA), the D.C. Water and Sewer Authority (WASA) and the Department of Public Works (DPW), the permit authorizing the construction of the retaining wall and drain pipe on the Boys Town property was finally obtained on August 23, 2000. On August 29, 2000, as the general contractor was preparing to commence

the work, it was informed of the need to obtain an additional public space permit from DPW to make the necessary repairs in the alley area. This was a new requirement, imposed by DPW, after it had previously reviewed and approved the work with no mention of the need for an additional permit. After extensive efforts were made by Boys Town, the public space permit was finally issued on September 11, 2000.

On September 15, 2000, only four days after all of the necessary permits were obtained from the District, the general contractor started work on site. The general contractor will diligently continue the construction work on the site so as to have the work completed as soon as possible. A copy of the binding construction contract between Boys Town and the American Property Construction Company is attached as Exhibit C. Work on this project is expected to be completed by the end of October 2000. Boys Town will update the BZA as to the status of the work immediately prior to the BZA's October 3rd public meeting.

NOISE ABATEMENT

In its efforts to mitigate any noise caused by an existing cooling tower and an emergency generator on the property, Boys Town has obtained Building Permit No. B425723 that will enclose the existing emergency generator with a sound attenuation shed, also attached as Exhibit B. This prefabricated shed will provide a decibel attenuation of 40 Db, which is the maximum protection available. Work on this project is expected to be completed by the end of October 2000. In addition, a new switching device has been added to the cooling tower that lowers the level of noise that occurs when the cooling tower turns on.

COMMUNITY LIAISON PROGRAM

Since the Advisory Community Liaison Committee (CALC) was established in February 2000, it has met 12 times to address issues that have arisen regarding Boys Town's operations on the property. Eight of these meetings have occurred since the BZA issued its Memorandum. Copies of the Minutes/Memo to File of these meetings are attached as Exhibit D. Boys Town believes that these meetings have been very productive and hopes that in the future they will continue to provide an on-going dialogue between members of the community, the ANC and Boys Town.

On August 18, 2000, Boys Town prepared a report that focused on the four issues, water run-off, noise abatement, community liaison program and security, that were addressed in the BZA's Memorandum. This report, attached as Exhibit E, was distributed to each house within a

200-foot radius of the property and ANC 5A. In addition, copies of the report were posted at the D.C. Public Library, Lamont Riggs Branch, located at South Dakota and Kennedy Street, N.E. In addition, the report also appears on a Ward 5 egroup that can be accessed via the internet at *Ward5@egroups .com*.

A similar report, dated September 20, 2000, is also attached as part of Exhibit E. The September 20, 2000 report provides an in-depth update on the water mitigation, noise abatement/sound attenuation plan, community liaison program and security plan issues that are being addressed by Boys Town. This report will be distributed to the community in the same manner as the August 18, 2000 report. Boys Town will continue to prepare these reports on a quarterly basis, which will provide a mechanism for members of the community to remain informed about the issues regarding Boys Town's use of the property.

SECURITY PROGRAM

Attached to this letter as Exhibit F is Boys Town's proposed Safety Plan. This plan has been created in consultation with Lieutenant Taylor of the 5th District of the Metropolitan Police Department and Herbert M. Johnson of AccuTech Systems Inc., a security consultant firm, retained by Boys Town for this purpose. In addition, the Safety Plan was given to Timothy Thomas, ANC 5A04, the North Michigan Park Civic Association, The Concerned Neighbors of North Michigan Park, Queens Chapel Terrace Civic Association, former ANC 5A04 Commissioner Ray Dickey and the CALC for their review and comment.

The attached Safety Plan describes in greater detail the safeguards that are utilized by Boys Town to ensure the safety of the children and the surrounding community. The Security Plan includes four major components; monitoring of youth, intervention strategies, staff training and facilities equipment, which allows Boys Town to assure that the residents of Boys Town do not pose any security threat to the neighboring community.

Boys Town's monitoring program is central to building relationships with the children and teaching the children important social skills. Staff are available and awake 24 hours a day and seven days a week to monitor all youth under their care. At the Boys Town facility youth are supervised in different areas of the home (i.e., recreation room, TV room, etc.) and during the night, staff physically go into each room to make sure that the youth's whereabouts are known every 15 minutes.

In the event that a youth leaves the facility without permission, a graduated process of staff action will occur. Immediately staff will initiate campus sweeps and notify all staff

members of the abscondance. The next steps include canvassing the surrounding neighborhood looking for the youth and contacting pertinent individuals, including parents, that might have knowledge of the youth's whereabouts. Finally, staff may contact the Metropolitan Police Department to report the abscondance.

Another important component to the Safety Plan is the intervention strategies that are employed by Boys Town. Prior to admitting a youth into the program, referral information is obtained about the youth that allows Boys Town to develop an individualized treatment plan for the youth. This process allows Boys Town to make an immediate assessment as to Boys Town's ability to safely maintain the youth in the home. Based on the individualized treatment plan, different intervention strategies are followed with different youths. In the event that a youth is not progressing in the program or a youth becomes disruptive to the point of interfering with the home and/or poses a threat to others or self, the youth will be transferred from the facility.

Boys Town staff are required to undertake a series of training programs and courses prior to working in the group home/residential program. These programs help assure that the staff members are prepared to deal with any situations that may arise. In addition, staff receive annual on-going training. The personnel training records of staff members are available for review by the Child & Family Service Agency and the Department of Health.

The final component of the Safety Plan is the security facilities that are provided on site to protect the youth, staff and members of the community. There is only one main entrance to the campus that is located on the front of the site accessed from Sargent Road. Each building on the site is equipped with an alarm system that is monitored by ADT Alarm Company. The site will be landscaped to include appropriate shrubbery for privacy and fencing. At the present time, Boys Town is consulting with AccuTech to assess how video cameras can be used as an effective tool for monitoring the site. A letter from AccuTech that addresses the use of video cameras for the facility is attached as part of Exhibit F. In this letter Mr. Johnson states "We find Girls and Boys Town's current alarm systems which operate in its facilities quite adequate and seek to merely add an additional component to their security program."

Boys Town believes that its attached Safety Plan is an appropriate and comprehensive plan that will help assure that the neighbors and surrounding community will not be subject to any security or safety related problems as a result of the approval of this application.

CONCLUSION

Boys Town believes that the actions and procedures outlined in this letter and attachments are further evidence that Boys Town has done everything it possibly can to mitigate any adverse impact on the neighboring properties. Therefore, Boys Town once again requests that the Board approve this application so that it can continue to provide much needed services to the children of the District of Columbia.

Sincerely,

Phil T. Feola /pat

Phil T. Feola

Paul A. Tummonds, Jr.

Enclosures

cc: Father Val Peter
Connie Washington
Sharon Robinson

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on this date a copy of the foregoing document was mailed, first-class and postage pre-paid, to Timothy Thomas, ANC 5A04, 4716 Eastern Avenue, N.E., Washington, D.C. 20017.

Paul A. Tummonds, Jr.

September 20, 2000

Document #: 994462 v.1



Prince George's authorities on why officers followed the Jeep Cherokee driven by Prince C. Jones, 25, 15 miles across several jurisdictions. But Farrell made no comment on the circumstances that led to the shooting by Cpl. Carlton B. Jones. The two men are not related.

The police chief said county officials have not interviewed the officers involved and will not do so until Fairfax officials have completed their investigation. He said his statement was based on information provided by Fairfax officials. Carlton Jones, 32, has been placed on administrative leave with pay.

Farrell's remarks came as Prince George's County Executive Wayne K. Curry also broke his four days of silence, but neither they nor Fairfax officials released new details about the incident. At the same time, friends of Prince Jones questioned whether

See SHOOTING, *A11, Col. 1*

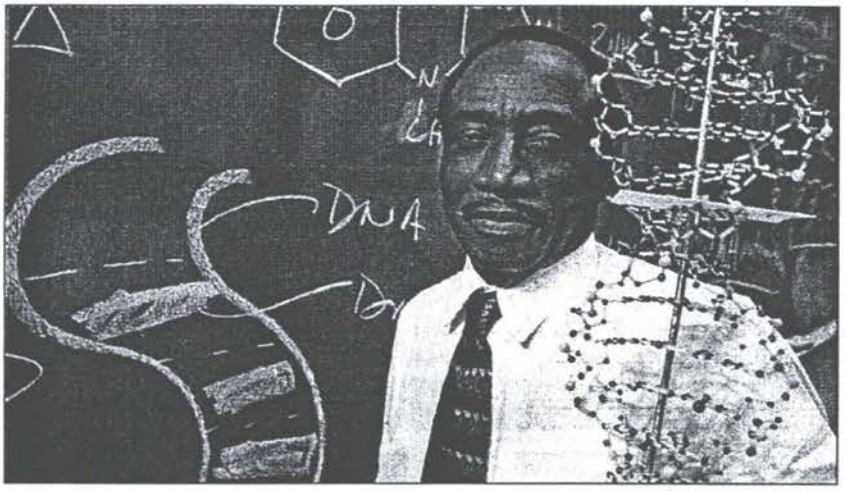


BY T

Area Schools Open Doors

Principal Lillie Jessie greets a student on the first day of school at Vaughan Elementary School in Woodbridge. Students in Montgomery County, the District and most of Northern Virginia returned to class and to the pressure from administrators, school boards and politicians to do well on star County, some freshmen came to school prepare for testing. And in the District, t textbooks was an unusual and welcome

Academic Haven for Blacks Becomes Bias Battle



BY JAY PAUL FOR THE WASHINGTON POST

VSU Professor Godwin Mbagwu, a Nigerian, won $231,000 in damages.

By Craig Timberg
Washington Post Staff Writer

ETTRICK, Va.—Most of the professors at what was once called Virginia State College for Negroes have ancestors who came to this country in a slave ship. Not Godwin Mbagwu. He came here as a young, Nigerian academic seeking opportunity, in an airliner.

The distinction was lost on Mbagwu for many years as he made Virginia State University his professional home, first as a student, then as a top researcher and chemistry professor. But it was not lost, he says, on the leaders of this historically black campus, where he learned that to be an African in America is not necessarily to be an African American.

The quest to keep VSU an academic haven for U.S.-born blacks, says Mbagwu, 54, led universit research efforts and hold down h raises, even as h awards for exce rowed a tool lon icans facing d sued and won.

A federal jury Mbagwu $231,0 punitive damage Judge Robert E May by awardin wu and a secon Fathy Saleh of E costs.

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See VSU, *A12, C*

Md. Turns Away D.C. Foster Children

State Cites Chaos in Program, Fears About Wards' Safety

By Scott Higham
and Sari Horwitz
Washington Post Staff Writers

Maryland officials have begun barring foster homes in the state from taking in District children, saying they fear widespread chaos in the city's foster care system could result in children being placed in unsafe and unregulated homes.

The decision, which was made in recent weeks, halts a years-old practice and is forcing District social workers to house children for days inside a government office building, violating a federal court order.

Maryland officials decided to begin enforcing strict regulations governing foster care placements because they believe D.C. child welfare officials have lost track of abused and neglected children in their care. They contend that the District cannot determine precisely how many of its foster children are living in Maryland, or where they are.

Maryland social services officials say they fear for the well-being of the boys and girls because they may be in homes where no criminal background checks or inspections have been conducted.

"We don't know how many children are here," said A. Thomas Grazio, director of children and family services in Maryland's So-

See FOSTER, *A10, Col. 1*

INSIDE

Vatican Asserts Salvation Claim

The Vatican issued a doctrinal statement asserting that salvation can be attained solely through the grace of the Catholic Church, a view at odds with growing ecumenical sentiment.

WORLD, *Page A13*

The Post on the Internet: www.washingtonpost.com

Foster Children Kept At District's Offices

FOSTER, *From A1*

cial Services Administration. "We want to know who the kids are because we want them to be safe."

Maryland's decision affects the future of hundreds of District foster children. Each month, about 80 more children become wards of the District, and close to half of the city's 3,100 foster children live in homes and institutions in Maryland. While those currently in Maryland homes can remain, state officials are refusing to accept more children until D.C. complies with an interstate compact.

That agreement requires a jurisdiction sending children to another state to file paperwork notifying the state, ensuring that criminal background checks and inspections are conducted on homes where the children will reside. Without the paperwork, it is possible that a foster home housing D.C. children could operate without the state's knowledge.

Grazio is warning Maryland foster parents, institutions and group homes that they risk losing their licenses if they accept D.C. children without the paperwork and other requirements of the interstate agreement.

"Non-compliance by an organization may necessitate action to terminate our placement contract and the organization's license to operate in Maryland," Grazio wrote in an Aug. 11 letter to Boys Town Foster Family Services, based in Silver Spring.

The decision is forcing social workers to house babies, children and teenagers in one first-floor room at the Southwest headquarters of D.C. Child and Family Services. On any given night, 10 to 20 girls and boys have been sleeping in the building's "Respite Center," a large room furnished with toys, couches, cots and mattresses. One night last week, 38 children slept there, social workers said. Children have been staying as long as a week, and some have run away, according to police reports.

The housing arrangement violates a federal court order, which prohibits the D.C. Child and Family Services Agency from keeping children overnight in office buildings because they are not licensed foster care facilities.

D.C. child welfare officials acknowledge that they have not been completing the paperwork before placing children in Maryland foster homes. But, they argue, without enough foster homes and so many children to place, they have been unable to meet the requirements of the interstate agreement.

"I'm in a Catch-22 90 percent of the time," said Ernestine F. Jones, who became the federally appointed receiver running D.C. Child and Family Services in 1997. "We try to stay within the framework of the law. But it is a challenge. That's part of the struggle I have to deal with. I know what I inherited when I came here. While we're trying to reform this agency, we're going to experience crises."

She said she is working to comply with the interstate law and plans to meet this week with Maryland officials to discuss the dispute.

The current crisis has been in the offing for years. Maryland is a favorite state for placing D.C. foster children—particularly Prince George's County, where there is a high concentration of foster parents who want to take in African American children.

Maryland child welfare officials say they lost their patience with their D.C. counterparts this summer. Grazio, the state's child welfare chief, said he asked D.C. officials in February 1999 to determine how many foster children had been placed in his state. The District provided a list of 700 children in June—16 months later.

Grazio said he and his staff discovered that far more D.C. foster children than listed were living in Maryland and that some of the children had already been returned to the District.

"We have worked with the receiver and representatives of the agency, and it's been somewhat of a challenge," Grazio said.

His recent decision is creating widespread problems in the District, and the impact is being felt sharply at the child welfare agency's Respite Center. The center was designed as a temporary shelter where children removed from abusive or neglectful parents could stay for a few hours while social workers found more stable living arrangements. Instead, the center is being used for overnight stays, and the practice has increased since Maryland's decision.

D.C. Child and Family Services recently hired a church group to supervise the center, but church workers are having trouble controlling the children because the workers are not properly trained, social services employees say. This summer, at least 12 foster children ran away from the center, police said.

"If a child comes in the middle of the night and has to stay a few hours, okay. But using it as a placement is a violation," said Judith Meltzer, the federally appointed monitor of Child and Family Services.

Some D.C. child welfare advocates and foster care workers say they suspect racial prejudice is behind Maryland's decision.

James Blue, who runs group homes for foster children in Maryland, believes the state will use the interstate agreement to prevent more District children from living in a home he opened this year in Riverdale, near College Park. The community had fought his facility.

"It's not fair," Blue said. "They're enforcing it because they realized D.C. kids might be coming into their community."

Maryland officials and Jones denied that race played any role in their decision.

"I have no reason to believe that whatsoever," Jones said. "Maryland is just following the law."

Ford Did N About Ove

TIRES, *From A1*

tires that have ended in more than 88 deaths and 250 injuries. Besides the recalled tires, the safety agency has issued an advisory on 1.4 million more tires that Firestone has refused to recall but said it will replace at no cost.

At a hearing today, Rep. W.J. "Billy" Tauzin (R-La.), chairman of the House Commerce subcommittee on telecommunications and consumer affairs, said he plans to ask about the Ford memo, which congressional investigators made available to The Washington Post.

"This is the first document that seems to indicate that they were intentionally keeping this information from the federal authorities," Tauzin said. "That's serious business."

Firestone spokeswoman Christine Karbowiak said the tiremaker did not participate in Ford's action in Saudi Arabia "because there was no evidence of a tire design or manufacturing defect."

"If Ford believed at that time there was a safety-related defect, it was Ford's obligation to comply with regulatory requirements," she said.

Ford spokesman Ken Zino said: "We don't have any obligation to tell the DOT. This [memo] is a discussion about why Firestone was not willing to do the recall."

Tauzin disagreed: "Did they not have a moral obligation knowing that the tires they were replacing in Saudi Arabia were the same ones being used in the United States? My answer is unequivocally yes."

Tauzin and other members of the committee will get a chance today to ask Masatoshi Ono, chief executive of Bridgestone/Firestone's parent, Bridgestone Corp. of Tokyo, and Ford chief executive Jacques Nasser about the issue.

NHTSA's Bailey said in an interview yesterday that the agency plans to require manufacturers that do recalls outside the United States



The Washington Post

HOME EDITION

Inside: **Food, Classified**
Today's Contents on Page A2

25¢

Prices may vary in areas outside metropolitan Washington. (See box on Page A2)

VA

WEDNESDAY, SEPTEMBER 6, 2000

M1

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erve Fund

o Come From Surplus

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fund," as the Gore team calls it, would "provide a cushion against the risk of the surplus projections not being achieved," said Ron Klain, a senior campaign official. The reserve fund is one of the few new ideas in a 200-page budget blueprint to be unveiled Wednesday morning, along with a major Gore economic address in Cleveland. The new pamphlet mostly pulls together Gore's previously announced economic proposals and puts them within a larger philosophical framework of fiscal caution and an activist government. For the first time, Gore will also set 10 ambitious economic goals, which his campaign argues are achievable with the mixture of policies he sets forth.

For instance, Gore promises to reduce the U.S. poverty rate to its low-

See **GORE**, *A8, Col. 1*



BY RICK WILKING—REUTERS

Doris Nonnemaker kisses Texas Gov. George W. Bush after introducing him to the audience at an Allentown, Pa., senior citizens center.

AFL-CIO Cleared

The Federal Election Commission said the labor federation's strategizing with Democrats on 1996 campaign ads did not cross line.

NATION, *Page A8*

More on Medicare

An analysis of George W. Bush's plan for helping the nation's elderly afford prescription drugs highlights differences with Vice President Gore's proposal.

NATION, *Page A6*

Bush Details Medicare Plan

Proposal Includes Drug Benefit

By MIKE ALLEN
Washington Post Staff Writer

ALLENTOWN, Pa., Sept. 5—Texas Gov. George W. Bush today proposed spending $198 billion to enhance Medicare over the next 10 years, including covering the full cost of prescription drugs for seniors with low incomes.

Filling in the details of a crucial element of his domestic agenda, Bush said his plan to strengthen Medicare would be the second bill he sent to Congress as president, after his plan for school standards and accountability.

"Keeping the promise of Medicare, and expanding it to include prescription drug coverage, will be a priority of my administration," Bush said during a visit to a senior citizens home in the battleground state of Pennsylvania. "Medicare is an enduring commitment in our country. It must be modernized for our times."

Bush's long-awaited plan would help seniors pay for the additional medical insurance they need to cover prescription drugs. Under the plan, the entire cost of monthly premiums and co-payments would be paid for individuals who make $11,300 or less, and for couples who make $15,200 or less.

For a second group with slightly higher incomes, individuals making $14,600 or less and couples making $19,700 or less, the program would subsidize premiums and co-payments to varying de-

See **BUSH**, *A6, Col. 1*

ge's



Tire Recall



002
08/24/00 12:52 FAX 1 202_682 1672 ESOCOFF

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Form BLRA-15
(Rev. 9/30/91)

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION

BUILDING PERMIT

PERMIT NO. B428974

RET. WALL

Date 8/23/00 (Type) XXXXXXXXXXXXXXX/MISC.

Lot 811 Square 3977

Address of work 4801 SARGENT RD. N.E.

TOTAL PERMIT FEE $

FILING FEE $

Permission is hereby granted to BOYSTOWN OF AMERICA (Owner)

NO.

DATE

FEE PAYABLE $ 1760.00

who is authorized to perform the work described herein at the address shown above in strict accordance with the conditions stated on BOTH sides of this permit.

Authorized work and conditions of performance thereof:

FOR INSPECTIONS CALL 727-7582

PERMIT

CONSTRUCTION OF RET. WALL AND FRENCH DRAIN AT PROPERTY EDGE LENGTH OF WALL 70 FT. RET. WALL MAT. POURED REINF. CONCRETE HEIGHT 5 FT. LOCATION ENTIRELY ON OWNER'S LAND. INSPECTION BRANCH 442-4644

Builder

No. of Bldgs.

Width of Bldgs. Length Height No. of Stories

Zone R 2 To be occupied as JUVENILE CARE FACILITY

Height of terrace above grade Projections:

Address of owner SAME AS ABOVE

Deposit No. Amount $

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

L. JORDAN

DIRECTOR

Chief, Permit Issuance Branch

By D. MINOR

Permit Clerk

PERMIT

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Form BLRA-15
(Rev. 9/30/91)

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION

BUILDING PERMIT

PERMIT NO. B425062

Date 03/02/00 (Type) FENCE

Address of work 4801 SARGENT RD NE

Lot 33 Square 3977

Permission is hereby granted to

BOYSTOWN

who is authorized to perform the work described herein at the address shown above in strict accordance with the conditions stated on BOTH sides of this permit.

(Owner)

NO.

TOTAL PERMIT FEE $

FILING FEE $

DATE

FEE PAYABLE $ 25.00

Authorized work and conditions of performance thereof:

FOR INSPECTIONS CALL [illegible] 442-4641

INSTALLATION OF SOUND ATTENUATION FENCE AT EXISTING EXTERIOR COOLING TOWER AND EMERGENCY GENERATOR.

Builder—

Value $

No. of Bldgs.

Width of Bldgs. Length Height No. of Stories 1

Zone R2

To be occupied as SCHOOL

Height of terrace above grade

Projections:

Address of owner 4801 SARGENT RD NE

Deposit No. Amount $

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

Chief, Permit Issuance Branch

By [signature] Permit Clerk

L. JORDAN 32301

DIRECTOR

PERMIT

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Form BLRA-15
(Rev. 9/30/91)

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION

BUILDING PERMIT

PERMIT NO. B425723

Date 3/30/00 (Type) SHED

Address of work 4801 SARGENT RD. N.E.

Lot 33 Square 3977

Permission is hereby granted to

BOYSTOWN

who is authorized to perform the work described herein at the address shown above in strict accordance with the conditions stated on BOTH sides of this permit.

(Owner)

NO.

TOTAL PERMIT FEE $

FILING FEE $

DATE

FEE PAYABLE $ 50.00

Authorized work and conditions of performance thereof:

FOR INSPECTIONS CALL 727-7562

ENCLOSURE OF EXISTING EMERGENCY GENERATOR WITH FABRICATED SOUND ATTENUATION SHED. REVISION OF EXISTING PERMIT. NO. B425062. SHED IS IN LIEU OF SOUND ATTENUATION FENCE. INSPECTION BRANCH 442-4641. 32301

Builder—

Value $

No. of Bldgs. 1

Width of Bldgs. Length Height No. of Stories

Zone R-2

To be occupied as SCHOOL

Height of terrace above grade

Projections:

Address of owner SAME AS ABOVE

Deposit No. Amount $

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

Chief, Permit Issuance Branch

D. MINOR

By [signature] Permit Clerk

ONE SHED LENGTH 14.5, WIDTH 14.5, WIDTH 9 FT, HEIGHT 10.75 FT. MAT. OF ROOF PTD METAL, MAT. OF SIDES PTD. METAL.

DIRECTOR

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DLRA-12
(Rev. 1/98)

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION

PERMIT

PUBLIC SPACE PERMIT
(Type)

U.C. NO.
PERMIT NO. B532709

Date 09/08/00

Address of work ALLEY REAR OF 4801 SARGENT RD, N.E. Lot Square

Permission is hereby granted to: ESOCOFF & ASSOC/ KAREN BUI PERMIT FEE $ 255.00

to perform the work described herein at the address shown above in strict accordance with the conditions stated on BOTH sides of this permit.

4801 SARGENT RD, N.E. STORM DRAIN PIPE FROM 4801 SARGENT RD, N.E. BOYSTOWN USA PROPERTY WILL BE TIED INTO EXISTING STORM DRAIN SYSTEM. INSTALLATION OF TWO MANHOLES AND 40' OF 15" STORM SEWER AS PER ATTACHED PLANS AND CONDITIONS ARE APART OF THIS PERMIT ALL EXCAVATION WORK TO IS BE COMPLETED BY NOVEMBER 1,2000 NOTIFY POLICE AND FIRE.NOTIFY RESIDENTS AND MERCHANTS.NO OBSTRUCTION TO PEDESTRIAN OR VEHICULAR TRAFFIC.

O.H. Drawing No. Cut No.

Job No.

THIS PERMIT EXPIRES: 11/07/00
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
727-7050

Tracking #: 10847 Ward No(s): 5
Chief, Permit Issuance Branch

DIRECTOR

By PERMIT CLERK

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DLRA-12
(Rev. 1/98)

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION

PUBLIC SPACE PERMIT–COUPON
(Type)

U.C. NO.
PERMIT NO. B532709

Date 09/08/00

Address of work ALLEY REAR OF 4801 SARGENT RD, N.E. Lot Square

ESOCOFF & ASSOC/ KAREN BUI PERMIT FEE $ 255.00

When stamped "PAID" by the D.C. Treasurer, this coupon will become your Receipt, and when presented to the Permit Clerk will entitle you to your Permit bearing number on reverse side.

4801 SARGENT RD, N.E. STORM DRAIN PIPE FROM 4801 SARGENT RD, N.E. BOYSTOWN USA PROPERTY WILL BE TIED INTO EXISTING STORM DRAIN SYSTEM. INSTALLATION OF TWO MANHOLES AND 40' OF 15" STORM SEWER AS PER ATTACHED PLANS AND CONDITIONS ARE APART OF THIS PERMIT ALL EXCAVATION WORK TO IS BE COMPLETED BY NOVEMBER 1,2000 NOTIFY POLICE AND FIRE.NOTIFY RESIDENTS AND MERCHANTS.NO ORSTRUCTION TO PEDESTRIAN OR VEHICULAR TRAFFIC.

THIS IS NOT A PERMIT

Credit: Permit 1219 Pub. Space Excavations 55
1210 " " " 45

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS 11/07/00
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Chief, Permit Issuance Branch

DIRECTOR

By PERMIT CLERK



AIA Document A111

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is the
COST OF THE WORK PLUS A FEE
with or without a Guaranteed Maximum Price

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the Twenty-Fifth day of July in the year of Two Thousand

BETWEEN the Owner:
(Name and address)
Father Flanagan's Boys Home
355 McBreen Circle
Boystown, Nebraska 68010

and the Contractor:
(Name and address)
American Property Construction Company
5701-M General Washington Drive
Alexandria, Virginia 22312

the Project is:
(Name and address)
Boystown
1347 & 1349 Pennsylvania Avenue, S.E. &
4801 Sargent Road, N.E.
Washington, D.C.

the Architect is:
(Name and address)
Esocoff & Associates
1030 Fifteenth Street
Suite 430
Washington, D.C. 20005

The Owner and Contractor agree as set forth below.

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ARTICLE 1
THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 10. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

ARTICLE 2
THE WORK OF THIS CONTRACT

2.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Demolition at Pennsylvania Avenue

Sound Attunction and Sitework at Sargent Road Per Plans

ARTICLE 3
RELATIONSHIP OF THE PARTIES

3.1 The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and utilize the Contractor's best skill, efforts and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and most expeditious and economical manner consistent with the interests of the Owner. The Owner agrees to exercise best efforts to enable the Contractor to perform the Work in the best way and most expeditious manner by furnishing and approving in a timely way information required by the Contractor and making payments to the Contractor in accordance with requirements of the Contract Documents.

ARTICLE 4
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4.1 The date of commencement is the date from which the Contract Time of Subparagraph 8.2 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

July 23, 2000

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

4.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

November 1, 2000 - Pending Sargent Road Permits

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 5
CONTRACT SUM

5.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum consisting of the Cost of the Work as defined in Article 7 and the Contractor's Fee determined as follows:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee, and explain how the Contractor's Fee is to be adjusted for changes in the Work.)

See Exhibit "A" - Cost Breakdown

5.2 GUARANTEED MAXIMUM PRICE (IF APPLICABLE)

5.2.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed

Three Hundred Thirty Four Thousand Seven Hundred Four Dollars ($ 334,704.00

subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

5.2.2 The Guaranteed Maximum Price is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

N/A

5.2.3 The amounts agreed to for unit prices, if any, are as follows:

(State unit prices only if a Guaranteed Maximum Price is fixed in Subparagraph 5.2.1.)

N/A

ARTICLE 6

CHANGES IN THE WORK

6.1 CONTRACTS WITH A GUARANTEED MAXIMUM PRICE

6.1.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Subparagraph 7.3.3 of the General Conditions.

6.1.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Clause 7.3.3.3 of the General Conditions and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Subparagraph 7.3.6 of the General Conditions shall have the meanings assigned to them in the General Conditions and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

6.1.3 In calculating adjustments to this Contract, the terms "cost" and "costs" as used in the above-referenced provisions of the General Conditions shall mean the Cost of the Work as defined in Article 7 of this Agreement and the terms "fee" and "a reasonable allowance for overhead and profit" shall mean the Contractor's Fee as defined in Paragraph 5.1 of this Agreement.

6.2 CONTRACTS WITHOUT A GUARANTEED MAXIMUM PRICE

6.2.1 Increased costs of the items set forth in Article 7 which result from changes in the Work shall become costs of the Cost of the Work, and the Contractor's Fee shall be adjusted as provided in Paragraph 5.1.

6.3 ALL CONTRACTS

6.3.1 If no specific provision is made in Paragraph 5.1 for adjustment of the Contractor's fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Paragraph 5.1 will cause substantial inequity to the Owner or Contractor, the Contractor's fee shall be equitably adjusted on the basis of the fee established for the original Work.

ARTICLE 7
COSTS TO BE REIMBURSED

7.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

7.1.1 LABOR COSTS

7.1.1.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops.

7.1.1.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site ~~with the Owner's agreement~~ or at the Contractor's Office.

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 14 the personnel to be included and whether for all or only part of their time.)

7.1.1.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

7.1.1.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Clauses 7.1.1.1 through 7.1.1.3.

7.1.2 SUBCONTRACT COSTS

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

7.1.3 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

7.1.3.1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

7.1.3.2 Costs of materials described in the preceding Clause 7.1.3.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Contractor; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

7.1.4 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

7.1.4.1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.

7.1.4.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.

7.1.4.3 Costs of removal of debris from the site.

7.1.4.4 Costs of telegrams and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

7.1.4.5 That portion of the reasonable travel and subsistence expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

7.1.5 MISCELLANEOUS COSTS

7.1.5.1 That portion directly attributable to this Contract of premiums for insurance and bonds

7.1.5.2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Contractor is liable

7.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

7.1.5.4 Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Subparagraph 13.5.3 of the General Conditions or other provisions of the Contract Documents and which do not fall within the scope of Subparagraphs 7.2.2 through 7.2.4 below.

7.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents, the cost of defending suits or claims for infringement of patent rights arising from such requirement by the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be included in the calculation of the Contractor's Fee or of a Guaranteed Maximum Price, if any, and provided that such royalties, fees and costs are not excluded by the last sentence of Subparagraph 3.17.1 of the General Conditions or other provisions of the Contract Documents.

7.1.5.6 Deposits lost for causes other than the Contractor's fault or negligence.

7.1.6 OTHER COSTS

7.1.6.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

7.2 EMERGENCIES; REPAIRS TO DAMAGED, DEFECTIVE OR NONCONFORMING WORK

The Cost of the Work shall also include costs described in Paragraph 7.1 which are incurred by the Contractor:

7.2.1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Paragraph 10.3 of the General Conditions.

7.2.2 In repairing or correcting Work damaged or improperly executed by construction workers in the employ of the Contractor, provided such damage or improper execution did not result from the fault or negligence of the Contractor or the Contractor's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Contractor.

7.2.3 In repairing damaged Work other than that described in Subparagraph 7.2.2, provided such damage did not result from the fault or negligence of the Contractor or the Contractor's personnel, and only to the extent that the cost of such repairs is not recoverable by the Contractor from others and the Contractor is not compensated therefor by insurance or otherwise.

7.2.4 In correcting defective or nonconforming Work performed or supplied by a Subcontractor or material supplier and not corrected by them, provided such defective or nonconforming Work did not result from the fault or neglect of the Contractor or the Contractor's personnel adequately to supervise and direct the Work of the Subcontractor or material supplier, and only to the extent that the cost of correcting the defective or nonconforming Work is not recoverable by the Contractor from the Subcontractor or material supplier.

ARTICLE 8

COSTS NOT TO BE REIMBURSED

8.1 The Cost of the Work shall not include:

8.1.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Clauses 7.1.1.2 and 7.1.1.3 or as may be provided in Article 14.

8.1.2 Expenses of the Contractor's principal office and offices other than the site office.

8.1.3 Overhead and general expenses, except as may be expressly included in Article 7.

8.1.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

8.1.5 Rental costs of machinery and equipment, except as specifically provided in Clause 7.1.4.2

8.1.6 Except as provided in Subparagraphs 7.2.2 through 7.2.4 and Paragraph 14.5 of this Agreement, costs due to the fault or negligence of the Contractor, Subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to costs for the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work

8.1.7 Any cost not specifically and expressly described in Article 7.

8.1.8 Costs which would cause the Guaranteed Maximum Price, if any, to be exceeded.

ARTICLE 9

DISCOUNTS, REBATES AND REFUNDS

9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be secured.

9.2 Amounts which accrue to the Owner in accordance with the provisions of Paragraph 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10

SUBCONTRACTS AND OTHER AGREEMENTS

10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner will then determine, with the advice of the Contractor and subject to the reasonable objection of the Architect, which bids will be accepted. The Owner may designate specific persons or entities from whom the Contractor shall obtain bids; however, if a Guaranteed Maximum Price has been established, the Owner may not prohibit the Contractor from obtaining bids from others. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

10.2 If a Guaranteed Maximum Price has been established and a specific bidder among those whose bids are delivered by the Contractor to the Architect (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted; then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

10.3 Subcontracts or other agreements shall conform to the payment provisions of Paragraphs 12.7 and 12.8, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

ARTICLE 11

ACCOUNTING RECORDS

11.1 The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and the Contractor shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12

PROGRESS PAYMENTS

12.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

12.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

12.3 Provided an Application for Payment is received by the Architect not later than the Thirtieth (30th) day of a month, the Owner shall make payment to the Contractor not later than the Tenth (10th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.

12.4 With each Application for Payment the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment; plus (4) retainage provided in Subparagraph 12.5.4, if any, applicable to prior progress payments.

12.5 CONTRACTS WITH A GUARANTEED MAXIMUM PRICE

12.5.1 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

12.5.2 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

12.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

12.5.3.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

12.5.3.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

12.5.3.3 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in Paragraph 5.1 or, if the Contractor's Fee is stated as a fixed sum in that Paragraph, shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.

12.5.3.4 Subtract the aggregate of previous payments made by the Owner.

12.5.3.5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Paragraph 12.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.

12.5.3.6 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

12.5.4 Additional retainage, if any, shall be as follows:

(If it is intended to retain additional amounts from progress payments to the Contractor beyond (1) the retainage from the Contractor's Fee provided in Clause 12.5.3.3, (2) the retainage from Subcontracts provided in Paragraph 12.7 below, and (3) the retainage, if any, provided by other provisions of the Contract, insert provision for such additional retainage here. Such provision, if made, should also describe any arrangement for limiting or reducing the amount retained after the Work reaches a certain state of completion.)

12.6 CONTRACTS WITHOUT A GUARANTEED MAXIMUM PRICE

12.6.1 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

12.6.2 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

12.6.2.1 Take the Cost of the Work as described in Subparagraph 12.6.1.

12.6.2.2 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work described in the preceding Clause (12.6.2.1) at the rate stated in Paragraph 5.1 or, if the Contractor's Fee is stated as a fixed sum in that Paragraph, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the preceding Clause bears to a reasonable estimate of the probable Cost of the Work upon its completion.

12.6.2.3 Subtract the aggregate of previous payments made by the Owner.

12.6.2.4 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Paragraph 12.4 or to substantiate prior Applications for Payment or resulting from errors subsequently discovered by the Owner's accountants in such documentation.

12.6.2.5 Subtract amounts, if any, for which the Architect has withheld or withdrawn a Certificate for Payment as provided in the Contract Documents.

12.6.3 Additional retainage, if any, shall be as follows:

12.7 Except with the Owner's prior approval, payments to Subcontractors included in the Contractor's Applications for Payment shall not exceed an amount for each Subcontractor calculated as follows:

12.7.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion in the Subcontractor's schedule of values, less retainage of Ten percent (10 %). Pending final determination of amounts to be paid to the Subcontractor for changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Subcontract Sum has not yet been adjusted by Change Order.

12.7.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of Ten percent (10 %).

12.7.3 Subtract the aggregate of previous payments made by the Contractor to the Subcontractor.

12.7.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment by the Owner to the Contractor for reasons which are the fault of the Subcontractor.

12.7.5 Add, upon ~~Substantial Completion of the Work~~ reaching 50% completion of the entire work of the Contractor, a sum sufficient to increase the total payments to the Subcontractor to Ninety-Five percent (95 %) of the Subcontract Sum, less amounts, if any, for incomplete Work and unsettled claims; and, if final completion of the entire Work is thereafter materially delayed through no fault of the Subcontractor, add any additional amounts payable on account of Work of the Subcontractor in accordance with Subparagraph 9.10.3 of the General Conditions.

(If it is intended, prior to Substantial Completion of the entire Work of the Contractor, to reduce or limit the retainage from Subcontractors resulting from the percentages inserted in Subparagraphs 12.7.1 and 12.7.2 above, and this is not indicated elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

The Subcontract Sum is the total amount stipulated in the subcontract to be paid by the Contractor to the Subcontractor for the Subcontractor's performance of the subcontract.

12.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

12.9 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Paragraph 12.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

ARTICLE 13
FINAL PAYMENT

13.1 Final payment shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct defective or nonconforming Work, as provided in Subparagraph 12.2.2 of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Pay-

ment and a final accounting for the Cost of the Work have been submitted by the Contractor and reviewed by the Owner's accountants, and (4) a final Certificate for Payment has then been issued by the Architect, such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

13.2 The amount of the final payment shall be calculated as follows:

13.2.1 Take the sum of the Cost of the Work substantiated by the Contractor's final accounting and the Contractor's Fee, but not more than the Guaranteed Maximum Price, if any.

13.2.2 Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Subparagraph 9.5.1 of the General Conditions or other provisions of the Contract Documents.

13.2.3 Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Contractor, the Contractor shall reimburse the difference to the Owner.

13.3 The Owner's accountants will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Contractor's final accounting, and provided the other conditions of Paragraph 13.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's accountants, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Subparagraph 9.5.1 of the General Conditions. The time periods stated in this Paragraph 13.3 supersede those stated in Subparagraph 9.4.1 of the General Conditions.

13.4 If the Owner's accountants report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to demand arbitration of the disputed amount without a further decision of the Architect. Such demand for arbitration shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment; failure to demand arbitration within this 30-day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Contractor. Pending a final resolution by arbitration, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

13.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Contractor has participated in savings as provided in Paragraph 5.2, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

ARTICLE 14
MISCELLANEOUS PROVISIONS

14.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

14.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

One and One Half Percent (1.5%) per month.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

14.3 Other provisions

In the Event an Action is Commended to Collect Monies Owed by the Contractor, Attorney's Fees and Cost/s of Collection Shall be Deemed Part of the Action.

ARTICLE 15
TERMINATION OR SUSPENSION

15.1 The Contract may be terminated by the Contractor as provided in Article 14 of the General Conditions; however, the amount to be paid to the Contractor under Subparagraph 14.1.2 of the General Conditions shall not exceed the amount the Contractor would be entitled to receive under Paragraph 15.3 below, except that the Contractor's Fee shall be calculated as if the Work had been fully completed by the Contractor, including a reasonable estimate of the Cost of the Work for Work not actually completed.

15.2 If a Guaranteed Maximum Price is established in Article 5, the Contract may be terminated by the Owner for cause as provided in Article 14 of the General Conditions; however, the amount, if any, to be paid to the Contractor under Subparagraph 14.2.4 of the General Conditions shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount the Contractor would be entitled to receive under Paragraph 15.3 below.

15.3 If no Guaranteed Maximum Price is established in Article 5, the Contract may be terminated by the Owner for cause as provided in Article 14 of the General Conditions; however, the Owner shall then pay the Contractor an amount calculated as follows.

15.3.1 Take the Cost of the Work incurred by the Contractor to the date of termination.

15.3.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Paragraph 5.1 or, if the Contractor's Fee is stated as a fixed sum in that Paragraph, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

15.3.3 Subtract the aggregate of previous payments made by the Owner.

The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Subparagraph 15.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 15, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

15.4 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions; in such case, the Guaranteed Maximum Price, if any, shall be increased as provided in Subparagraph 14.3.2 of the General Conditions except that the term "cost of performance of the Contract" in that Subparagraph shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Contractor's Fee as described in Paragraphs 5.1 and 6.3 of this Agreement.

ARTICLE 16
ENUMERATION OF CONTRACT DOCUMENTS

16.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

16.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A111, 1987 Edition.

16.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

16.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

Document	Title	Pages
N/A		

16.1.4 The Specifications are those contained in the Project Manual dated as in Paragraph 16.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
Project Manual Stormwater Management Improvements Sargent Road Campus		May 2000
Project Manual Campus Improvements Sargent Road Campus & Pennsylvania Avenue		25 April 200(

16.1.5 The Drawings are as follows, and are dated unless a different date is shown below

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
4801 Sargent Road, N.E.		
A1	Site Plan, General Notes	3/23/00
A2	Cooling Tower Enclosure	4/26/00
A3	Emergency Generator Enclosure	3/23/00
A3.2	Emergency Generator Enclosure Bid Alt. 2	28 February 2000
C-1	Drainage Area Map	May 2000
C-2	Storm Water Management Site/Utility Plan	May 2000
C-3	BZA Detail Sheet	May 1999
C-4	BZA Site/Utility Plan	May 1999
C-5	Erosion And Sediment Control Plan	May 2000
C-6	Erosion And Sediment Control Notes And Details	May 2000
1347 & 1349 Pennsylvania Avenue, S.E.		
District of Columbia Erosion And Sediment Control Guidelines		No Date
A4	Site Plan, General Notes	28 April 2000
A5	Demolition Site Plan	25 April 2000

16.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
N/A		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 16.

16.1.7 Other Documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER **Father Flanagan's Boys Home**	CONTRACTOR **American Property Construction Company**
(Signature)	*(Signature)*
Judy F. Rasmussen, CFO	Allan M. Sherman, President
(Printed name and title)	*(Printed name and title)*
Date: 8/1/00	Date:

[redacted]

EXHIBIT "A"

Project name	8Boystown Sargent Rd. 4801 Sargent Rd. Wash. DC 20017
Estimator	John Colley
Labor rate table	Standard
Equipment rate table	Standard
Bid date	6/2/00 4:00 PM
Audit	Dimensional
Notes	*EXCLUSIONS:* *1. Testing fees* *2. Tap fees* *3. Electrical* *4. Hazardous material removal* *5. Winter protection* *6. County and state impact fees* *7. Rock and unsuitable soil removal* *8. Building permit* *9. Builders risk insurance* *10. Temporary utilities charges*
Report format	Sorted by 'Group phase/Phase' 'Detail' summary

[redacted]

Spreadsheet Report

9Boystown Sargent Rd. - 8UILDING 5 TOWN CENTER

Bldg	Description		Estimate Quantity	Labor Amount	Material Amount	Sub Amount	Total Amount
	GENERAL REQUIREMENTS						
1101.00	Superintendent						
	Supt.	S/P	9.00 wk	13,500		-	13,500
1141.00	Project Manager						
	Proj. Mgr.	S/P	8.00 wk	7,200		-	7,200
1145.00	Truck Driver						
	Truck	S	8.00 wk	600	600	-	1,200
1341.00	Safety - Rails etc						
	Safety rails,barricades	S	1.00 ls	500	500	-	1,000
1511.00	Temp - Utilities						
	Temp. water	S	1.00 ls	0	750	-	750
	Field phone	S/P	9.00 wk			900	900
1521.00	Temp - Facilities						
	Const. trailer	S	1.00 ls			700	700
	Temp. toilet	S/P	9.00 wk	-		900	900
1531.00	Temp - Fence						
	Vacant lot/demo.	P	1.00 ls	-	-	1,940	1,940
1590.03	Supplies - Office						
	Office supplies	S	1.00 ls	-	300	-	300
1590.05	Supplies - Blue Prints						
	Blue prints	S	1.00 ls	-	0	500	500
1601.00	Tools & Equipment						
	Tools and equip./crane	S	1.00 ls	-	750	4,500	5,250
1701.10	Surveying						
	Stake-out	S	1.00 ls	-	-	1,775	1,775
1705.00	Clean Up - Current						
	Clean-up	S/P	6.00 wk	3,000	-	-	3,000
1706.00	Clean Up - Rent Dumpster						
	Dumpster	S	6.00 wk	0	0	2,000	2,000
1711.00	Clean Up - Final						
	Final clean-up	S	1.00 ls	-	-	1,500	1,500
	DEMOLITION						
2060.00	Demolition						
	Saw cut pavement	S	1.00 ls	-	-	1,200	1,200
	Demo. townhouses	P	1.00 ls	-	-	17,680	17,680
	Disconnect utilities/permit	P	1.00 ls	-	-	8,000	8,000
	Waterproof party wall	P	1.00 ls	-	-	4,725	4,725
2071.08	Prep.- Initial Cleanup						
	Cut grass/remove debris	P	1.00 ls	-	-	5,980	5,980
	SITEWORK						
2210.25	Excav - Excavation & Fill						
	Cut/fill @ wall	S	1.00 ls	-	-	12,000	12,000
2299.00	Misc. Sitework						
	Excavation/erosion control	S	1.00 ls	-	-	3,500	3,500
	Asphalt	S	1.00 ls	-	-	2,804	2,804
	Temp. chain link fence	S	1.00 ls	-	-	3,200	3,200
	Seed/straw	S/P	1.00 ls	-	-	1,200	1,200
2575.00	Paving Repair / Resurface						
	Paving repair	S	1.00 ls	-	-	1,500	1,500
2600.01	Site Utilities						
	Storm system	S	1.00 ls	-	-	54,000	54,000
2933.00	Landscape-Seeding						
	Seed/straw @ wall	S	1.00 ls	-	-	850	850
	CONCRETE						
3300.00	Cast-in-place concrete						

37,585

Number	Description		Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Total Amount
3300.00	Cast-in-place concrete						
	Ret. wall/footing/V-ditch/channel	S	1.00 ls	-	-	36,000	36,000
	Concrete	S	1.00 ls	-	-	3,500	3,500
	MASONRY						
4201.00	Brick - Face						
	Masonry	S	1.00 ls	-	-	8,055	8,055
	METALS						
5500.00	Miscellaneous metal						
	Misc. metals	S	1.00 ls	-	-	1,763	1,763
	WOOD & PLASTICS						
6100.00	Rough Carpentry - subcont						
	Rough carpentry	S	1.00 lm	896	750	-	1,646
	Install prefabricated enclosure	S	1.00 ls	1,800	250	-	2,050
	THERMAL & MOISTURE PRO						
7240.10	E.I.F.S. sub						
	E.I.F.S.	S	1.00 ls	-	-	3,200	3,200
7500.00	Roofing						
	Metal coping	S	1.00 ls	-	-	1,800	1,800
7900.00	Caulking						
	V-ditch too conc. wall	S	1.00 ls	-	-	1,500	1,500
	Caulking	S	1.00 ls	-	-	2,500	2,500
	FINISHES						
9250.00	Drywall						
	Metal framing	S	1.00 ls	-	-	8,000	8,000
9900.00	Painting						
	Painting	S	1.00 ls	-	-	700	700
	SPECIAL CONSTRUCTION						
13121.00	Pre-Engineered Buildings						
	Prefabricated Enclosure	S	1.00 ls	-	-	20,060	20,060
	40db Enclosure Cost	S	1.00 ls	-	-	17,130	17,130
	MECHANICAL						
15500.00	H.V.A.C						
	Duct liner & stainless steel	S	1.00 ls	-	-	28,580	28,580
	Soft start system	S	1.00 ls	-	-	8,920	8,920
	ELECTRICAL						
16100.00	Electrical Systems						
	Relocate exist. @ Cooling Tower	S	1.00 ls	-	-	3,500	3,500

Estimate Totals

Labor	27,496		1,600.000	hrs
Material	3,900			
Subcontract	277,562			
	308,958	308,958		
Overhead	13,386		4.000 %	
Profit	12,368		4.000 %	
	Total	*334,704*		



BOYS TOWN USA®

Caring for America's Girls and Boys

Community Liaison Committee
Meeting Minutes
August 10, 2000
6:30p.m.

Attendance: Connie Washington
Sharon Robinson
Dorethea Pinkney
Jim Ardrey
Rev. David Turner
Carmen Scott
Joseph Bowser

Prepared By: Janice Ceasar-Dyson JCD 8/12/00

Reading minutes from last meeting:

- Parking signs during construction should be clear. Purpose is not to inconvenience neighbors.
-

Motion by Sharon Robinson that minutes be accepted – 2nd by Carmen Scott.

Committee Composition:

- The committee composition came up at last night's ANC meeting.
- The committee composition came up at March's meeting and at each meeting since.
- Introduced Ms. Pinkney (13th Street Homeowners Association) to committee.
- Sending out invitations to neighbors within the 200 ft radius to join the committee.
- BZA sent notices out to the neighbors informing them.
- Response after invitations go out will be accepted.
- Will use the list of addresses from the BZA that list all the neighbors within the 200 ft radius.

Changing the Facilitator of the meetings:

- If you would like to change the facilitator of the meetings to anyone on the committee we can decide on that.
- If anyone would like to take charge of the meetings - it would be okay.
- Members agreed to leave Connie as the facilitator.

Adding Advisory to title:

- Carmen Scott requested that the word Advisory be added to the title of the committee, so that it reads Community Advisory Liaison Committee.
- Motion accepted by committee.

Water:

- Dr. Troung is going to make assessment on information he received - then he will make his decision.

ANC Meeting:

- Boystown did not receive any information on the meeting that was held last night.
- Ms. Bowser will talk with the ANC Committee as to why Boystown was not notified.
-

Sharon Robinson:

- Appreciate how you are keeping the community aware of what's going on.

Means of disseminating information:

- Get block captain to distribute information.
- "If Ms. Bowser could get newsletters to Boystown - then Boystown could mail them out to the neighbors" (committee member)
- Mr. Audrey - there is a cost for mailing out newsletters - neighbors should commit to coming to the meetings.
- Information for the newsletter should be in by 15th of the month to 4701 6th Place, NE.

Noise:

- Air conditioner handler/Emergency generator.
- Week before last (week of the 24th) contractors put in a 'Soft Start" on the air conditioner and a wall is being built around the generator to direct the sound up.

Safety Issues:

- First priority is to the kids - monitoring of the kids.
- One (1) staff to four (4) kids during the day.
- One (1) staff to six (6) kids during the night.
- Every kid admitted do a self search in front of staff during admissions and each time going or returning to campus.

- Required by law to contact police if a child abscond; however, we are having staff go the police station when it is permissible to file the report.
-

Suggestions From Committee:

- A small potion of the fencing around the property is down because of the work being done on the trees. ***(The property will be fenced on the back once construction is completed.)***
- What about the possibility of putting chimes/alarms on the doors and windows in the shelter?
- Would like to know what type of safety issues the community has.
- Captain Burton has agreed to allow Boystown to come to the precinct to make missing persons reports.
- Captain Burton/police come in to say what safety plan we may need to put in place.
- Mr. Bowser indicated that he reviews the police scanner and admits that the police calls to Boystown have gone down - significantly.
- What about the possibility of something happening on the grounds of Boystown by outsiders? ***(There are no known reports of anything happening to outsiders on Boys Town's property.)***
- What about Security Guards? ***(Boystown had security guards when it first opened to protect the equipment being stored on site.***)
- Video Monitors may be helpful in securing the property.

Other Topics:

- Would like to know if there is a tentative date to move the boys to the new site? ***(Construction of new site has not begun, therefore it is too early to project.)***
- Boys Town offered Mr. Glasgow option of paying to have his boat stored. Gave him a letter last night in regards to this. He believes that he has someone to store his boat.
- Have PSA5 come to meetings on a quarterly basis to the meetings to give information on their reports.
- Would like to determine if there is a need for police to patrol the area.
- May want to institute this in the safety plan.

BOYS TOWN USA®

Caring for America's Girls and Boys

Community Advisory Liaison Committee

Meetings Minutes

August 31, 2000

Attendance:

Marilyn Dotson	Dorothy Pinkney	Timothy Thomas
Barbara Price	Robert E. Hughes	Ethane P. Norman
Namon Farrior	Keisha Warner	James E. Glasgow Jr.
Joe Johnson	Sharon R. Robinson	Cynthia M. Reid
Carmen Scott	Jim Ardrey	Daniel Kirk
Marilyn Wotson		

Prepared by: Janice Ceasar-Dyson 9/7/200

Introduction:

Reading of Minutes:

1. Request that correction be made to Mr. Bowser's name.
2. Explanation of V-ditch and retaining wall.
3. Question as to why Boystown is paying to have Mr. Glasgow's boat stored. (
4. Question raised as to why Boystown was not notified of ANC Meeting.
5. Have they finished work on trees where the fence is down? (yes)
6. When will the fence go back up? (After construction is completed)
7. Are you aware that the lights went out the other night and that the noise was from the generator was very loud? (Yes, I was made aware that the lights went out - and we have installed a soft-start switch on the air handler and are awaiting the metal casing that will fit around the generator to cut down on the noise. This casing is on order.)
8. Carmen Scott would like the parking signs not to read NO PARKING - in fear that these signs may become permanent signs. (Will ask DPW to look into that.)
9. Who asked the police to ticket the cars parked out back? (Boystown did not call - Did not authorize - Was not aware.)
10. It may help to write a letter stating that the residents were given permission to park in that area.

Motion for minutes to be accepted - minutes accepted by committee.

Committee Up-dates:

- Last Wednesday the children from Boystown across the United States voted to extend the name to Girls & Boys Town.
- Permitting process - Received the permit on the water mitigation last week, however, we were told that we would need to get two (2) other permits now. One (1) for **underground work & traffic.** DPW said they would have them ready by Friday (tomorrow).
- Review tentative construction schedule. Once the schedule is finalized, everyone will receive a copy.
- Trash Removal - We are to get in touch with Mr. Duckett regarding the trash removal.
- Safety Issues - A letter was sent to Commissioner Detect asking for his assistance in developing a safety plan. Ms. Petect sent Lieutenant Taylor out to talk with me. After showing her our security system and sharing with her the ideas we plan to implement - she had nothing additional to add.

Specific concerns regarding safety:

- Putting cameras around the perimeter.
- Have a security guard patrol the grounds.
- Putting a higher fence around the property.
- Locking the gate at the entrance.
- Someone coming onto the property and committing a crime.
- Do the children have records or are they on probation? (The children that we provide service for are referred to us by the Child & Family Service Abused & Neglected Division of the Department of Human Services. They are wards of the District of Columbia. Any child we accept - we make sure 1st that we can assure their safety. We have an Emergency Short Term Shelter 30 day program, Residential Program - Long Term Program and Foster Care Program. All of these children come from Child & Family Services. We help the children with problem solving and help to learn what their options are.)
- What program is the most dangerous? (None)
- What is Common Sense Parenting? Are these classes offered to the children? (This program is designed to help members of the community to learn how to be better parents. The parents either take the class to get their child/children back after they were removed from the home for abuse or neglect or they participate in the class because their children are in danger of being taken from the home by Child & Family Services.)
- Do you still plan to purchase property at St. Elizabeth's? (It is still our plan to consider a portion of that property, however, the District could never tell us who owns it.)
- Where are you building on Capitol Hill? (Pennsylvania & Potomac Avenue, SE.)

Comments from the committee:

- Maybe we as members of the committee can establish a mentor program once the water issues are resolved.
- As long as Mr. Dickey is a part of the committee, you will not receive support from the neighbors.
- Mr. Thomas ANC Commissioner - If I was to send my report to the BZA it would not be a favorable one. I an quite displeased with the outcome of this committee and would like to recommend that a mediator be brought in.

Next Meeting Date: September 14th

BOYS TOWN USA®

Caring for America's Girls and Boys

Community Advisory Liaison Committee

Memo to the File
CALC Meeting Minutes
February 17, 2000
6:30-7:15 PM

Attendees: Etriya Hannah, Grace Lewis, Constance Washington
Prepared by: Constance Washington
Date: February 20, 2000

Connie Washington welcomed everyone to the meeting and asked people to go around to introduce one another. She indicated that the purpose of the meeting was to create the Community Advisory Liaison Committee to afford neighbors the opportunity to share their concerns with Boys Town and to work together on solving any community issues. She indicated that meeting notices had been mailed to each of the leaders to community organizations in ANC 5A-04 and indicated that she was eager for more people to participate, particularly individuals living on Delafield Place, near Boys Town's property.

When asked how people were notified about the meeting, Ms. Washington indicated that she communicated with Ms. Reid of the Concerned Neighbors of North Michigan Park (an organization of some neighbors who live on Delafield Place) and she had provided her with a list of major community organizations and that each had been invited. The list includes: Concerned Neighbors, the North Michigan Park Recreation Center, North Michigan Park Civic Association, the 13th Place Home Owners Association, the Queens Chapel Terrace Civic Association and ANC 5A-04 Commissioner Raymond Dickey.

Ms. Washington indicated that she was committed to creating a new history of relations with the community and that Boys Town wants to be a good neighbor. She said that she was not here in the past but that she would work with the community now and in the future. She presented a letter of response that she had submitted to the ANC which addressed the issues of water run-off and noise abatement that the were raised in the ANC meeting. She informed the committee that the Board of Zoning had scheduled a meeting for February 23.

Ms. Washington asked for suggestions on how to effectively communicate with the community to update them on issues of concern. Ms. Lewis indicated that her

organization, the North Michigan Park Civic Association, has a periodic newsletter, *The Community Sentinel*, that was distributed to part of Ward 5A and that it reaches a lot of the neighbors near Boys Town.

Ms. Washington asked if it would be possible for Boys Town to prepare an article for the community for this newsletter. Ms. Lewis said that she liked the idea of opening a section of the community newsletter for concerns of residents.

Ms. Lewis indicated that she was concerned about the water runoff issue and that neighbors were complaining about it not being resolved. Ms. Washington indicated that Boys Town had retained a consulting engineering firm that was assessing the problem and developing a water mitigation plan. Ms. Lewis said that the community needed to be kept involved in the process and informed of developments. Ms. Washington said that she hoped that the community would actively participate in the entire water mitigation planning process to ensure that the plan meets their needs.

Ms. Washington indicated that Boys Town is committed to doing everything possible to address the concerns of the residents. She then suggested that because the turnout for this meeting was low, that another meeting might be called for March 15, 2000. The committee agreed and adjourned.

(Post Script: Ms. Lewis called after the meeting and asked that the next meeting be scheduled for a another date. She agreed that March 23 was a better date.)

BOYS TOWN USA®

Caring for America's Girls and Boys

Community Advisory Liaison Committee

Memo to the File
CALC Meeting Minutes
March 23, 2000
6:30-8:15 PM

Attendees: Carmen Scott, Raymond Dickey, James Ardrey, Rev. Turner, Constance Washington
Prepared by: Constance Washington
Date: March 25, 2000

Connie Washington welcomed everyone to the Community Advisory Liaison Committee (CALC) meeting and invited attendees to go around the room to introduce themselves. She indicated that the purpose of the meeting was to provide neighbors the opportunity to share concerns with Boys Town and to work with Boys Town toward a resolution.. She indicated that meeting notices had been mailed to each of the leaders to community organizations in ANC 5A-04 and expressed an eagerness for more people to participate.

Ms. Washington asked how the Committee would like to organize itself. She asked if people preferred a different organization and meeting. She offered that she did not need to be the facilitator and suggested that the committee might consider electing officers. There was a discussion and the committee indicated that they wanted the existing informal meeting format to continue and they wanted Ms. Washington to continue sending out notices and facilitating the dialogue.

Ms. Washington indicated that the CALC was the community's committee. She mentioned that the individuals on the Committee had the responsibility of inviting people to serve and to solicit input from others in the community. She said that she was open to others being on the Committee. Attendees had a discussion about who should be on the Committee and what they could do to get people to attend meetings. They asked Ms. Washington to provide an update on the invitations that had been extended.

Ms. Washington indicated that in addition to mailing meeting notices to all of the major community organization leaders in 5A that she also called each member to remind them of the meeting. She briefed the Committee and indicated that she had received no response from the North Michigan Park Recreation Center, that Ms. Linder of the 13th Place Home Owners Association had responded but did not attend, and that Ms. Lewis of the North Michigan Park Civic Association had responded but that she was out of town.

Ms. Scott indicated that she felt someone from the Sargent Road area should be on the Committee and indicated that she would identify an individual.

The Committee discussed the water mitigation issue and asked for an update. Ms. Washington indicated that she would call Ms. Burns, the new head of the Department of Public Works (DPW) to discern if she was committed to following through on the Boys Town project. Mr. Dickey said that he would contact Ken Laden of DPW to schedule a meeting with the Committee. Mr. Dickey said he would notify Ms. Washington and she said that she would notify Committee members by phone of the time and date of the meeting with Mr. Laden.

Ms. Washington indicated that the Committee needed to move forward on the BZA issues, i.e., water mitigation, noise abatement and security. A discussion was held on these matters.

The Committee decided to meet at least once a month to allow time to deal with the BZA issues. The Committee decided that the next meeting date would be determined by the date of Mr. Laden's availability. The meeting was adjourned.

BOYS TOWN USA®

Caring for America's Girls and Boys

Community Advisory Liaison Committee

Memo to the File
CALC Meeting Minutes
April 17, 2000
6:30-7:30 PM

Attendees: Carmen Scott, James Ardrey, Rev. Turner, Constance Washington
Prepared by: Constance Washington
Date: April 20, 2000

Connie Washington greeted members of the Community Advisory Liaison Committee (CALC). She indicated that the purpose of this brief meeting was for the Committee to prepare for their meeting with Mr. Laden from the Department of Public Works (DPW) which would take place in two days.

The Committee agreed that the meeting with Mr. Laden would be focused on the water mitigation problems. They indicated that they wanted to have Mr. Laden reaffirm Mr. Birch's (former DPW director) commitment to resolve the water mitigation issues on Delafield Place. (Mr. Birch had come to Boys Town and conducted a walk through and had expressed his department's commitment to working toward a resolution of the water run-off issues.)

Ms. Scott expressed her ire with the former ANC commissioner and Ms. Washington cautioned that Boys Town would not be involved in the politics of the community.

The meeting adjourned with everyone agreeing to meet at the office DPW on April 19 at 11:00.

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Community Advisory Liaison Committee

Memo to the File
CALC Meeting Minutes
April 19, 2000
11 AM- 12:15 PM

Attendees:	Hamid Kameed	DPW/Storm Water Management
	Hakeem	DPW
	Ms. Burns	Director, DPW
	Collin Burrell	Dept. of Health
	Joe Bowser	ANC 5A/CALC
	Ken Laden	DPW
	Luke Deponpa	Chief Engineer
	Raymond Dickey	ANC 5A/CALC
	Mr. Ardrey	Queen Chapel Terrace Civic Association/CALC
	Carmen Scott	Concerned Neighbors/CALC
	Constance Washington	Boys Town
	Timothy Riordan	A. Morton Thomas

Prepared by: Constance Washington

Date: April 21, 2000

Mr. Laden welcomed everyone from the Community Advisory Liaison Committee (CALC) and invited attendees to introduce themselves. He indicated that the purpose of the meeting was to provide Boys Town and its neighbors the opportunity to share concerns about the water mitigation issues.

Members of the CALC indicated that they were concerned about the ponding at 14th & Gallatin and discussed how it would connect to the sewer. Attendees also discussed Boys Town's expansion plans for the Sargent Road campus.

The meeting resulted in the following outcomes:
-A recommendation that WASA, DPW and Boys Town engineers have a joint meeting to discuss the plans, timing and construction schedule.
-DPW indicated that they need to determine if they could contract with Boys Town's consulting engineers to perform work.

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The CALC agreed to meet with DPW, the Department of Health, Boys Town and its engineers at the end of April to learn what progress has been made.

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Memo to File
CALC Minutes
May 3, 2000
10:00 - 11:30

Attendees: Mr. Dickey, ANC Commissioner; Amy Weinstein, Weinstein Associates; Tim Riodion, A. Morton Thomas; Mr. Bowser, ANC Commissioner; Mr. Norman, Delafield Neighbor; Rev. Turner, Queen Chapel Civic Assoc.; Mr. Flemming, DPW; Carmen Scott, Delafield Neighbor; Mr. Glasgow, Delafield Neighbor; Ken Laden, DPW; Collin Burrell, Dept of Health; Mr. Lewis, Neighbor from Sargent Road; Mr. Harris, Delafield Neighbor; Connie Washington, BT; Wasi Khan, DPW; Luke Deponpa, Chief Engineer DPW

Prepared by: Constance Washington
Date: May 8, 2000

The purpose of this meeting was to allow the members from WASA, DPW, Dept. of Health to conduct a walk thorough and examine the geographic location being proposed for the water mitigation project and to determine if recommended plan from Boys Town would mitigate the water.

The walk through included an inspection of the North Michigan Park Recreation field, the alley behind the 1200 block of Delafield, a leak at the inspection of Sargent Road & Delafield Place.

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Memo to the File
Meeting Minutes
June 15, 2000
6:30-8:35 PM

Attendees:	Connie Washington	Timothy Thomas	Joseph Bowser
	Carmen Scott	Jim Audrey	Rev. David Turner
	Sharon Robinson	Janice Ceasar	

Prepared by: Constance Washington

Date: June 17, 2000

Connie Washington welcomed everyone to the Community Advisory Liaison Committee (CALC) meeting and gave a special welcome to the newest member, ANC Commissioner Timothy Thomas. She indicated that the purpose of the meeting was to provide neighbors the opportunity to share suggestions and any concerns with Boys Town toward a resolution. She invited attendees to go around the room to introduce themselves.

Mr. Thomas introduced himself and indicated that he was born in Washington DC, that he has worked for the District for 21 years. He was an ANC 5A person and was in The City Paper a couple of months ago. He mentioned that he worked hand and hand with the District Police while an ANC for that area and that his current occupation is as DC investigator.

Ms. Robinson introduced herself and mentioned that she has lived in DC for over a decade and has a Public Relations practice. Boys Town is one of her clients. She is also a resident of ANC 5A-04.

Mr. Bowser said that he is a representative for ANC 5A.

Ms. Washington indicated that she is the Site Director for Boys Town of Washington.

Mr. Audrey said that he is the President for Queens Chapel Terrace Civic Association, elected 2nd term.

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The following is a synopsis of the meeting discussion.

Ms. Washington:

- Discussed attached committee members and asked if members knew of anyone interested in becoming a member. Indicated that Ms. Lender has agreed to become a member, however, she has not been able to participate in this meeting.
- Indicated that the goal is to have as much community involvement as possible.
- Presented the following update to the CALC Committee activities:

  - There has been a series of meetings w/ DPW, Department of Health, District officials and Ms. Burnes.

  -Boys Town hopes to have the DC permits on Monday, June 19th .
- Mr. Edward, Department of Health said that he would be approving plans.
- Talked about plans for water migration.
- Distributed a tentative construction schedule - pending issuance of permits.

Mr. Thomas:

- Suggested that DPW be reminded of pending construction and the need to coordinate trash pick-up.
- Indicated that he would like to establish a time that construction will began.

Ms. Scott:

- Indicated that she would like a permit for Mr. Glasgow's boat, so he can park it on the street and not get ticketed or towed.

Mr. Thomas:

- Asked if many of the neighbors park their cars in the alley?

Ms. Washington:

- Responded that many of the neighbors park in back on Boys Town's property.

Mr. Thomas:

- Asked what will happen if there is a fire? Will fire trucks be able get back there?

Ms. Washington:

- they are not going to tear up the alley. The alley should be able to be used during the construction.

Mr. Thomas:

- Experssed some concerns about safety issues during construction.

Ms. Washington:

- Indicated that she would draft a letter to City Fire Department about pending construction plans.

Ms. Robinson:
- Suggested that committee draft letters to homeowners about the upcoming construction.

Mr. Bowser:
- Asked if anything had been resolved about the remaining water issues and asked what WASA has done.

Mr. Thomas:
- Indicated that the District has many projects going on and that the neighbors are not properly notified.

Ms. Scott indicated that:
- Construction will affect the people of Delefield and Sargent Road.
- Boys Town should contact DPW on how the trash will be handled. Supercan - one time per week on Mondays and regular trash twice a week . She said that this area has supercans.

Mr. Audrey:
- Said that DPW is slow and that the time we met with them, he was not satisfied with them and their representative.

Mr. Bowser:
- Said that Boys Town contractors will be doing most of the work and that there is minimum involvement with DPW.
- He indicated that Boys Town had presented a great plan

Ms. Robinson
- Suggested that CALC put this schedule out to all involved.

Ms. Washington:
- Indicated that the schedule is pending - permits.

Mr. Bowers:
- Indicated that we needed to place a contact person, date and number on the letter.

Mr. Thomas:
- Said that we should send the letter out two weeks prior to the start of construction.

Ms. Washington:
- Said that if once we get approval, we can send letter out soon there after.

- Suggested that perhaps Boys Town and CALC could send out flyers.

Ms. Scott:
- Asked if we could send the information out stating that this is the tentative schedule?
- Suggested that we send fliers out first then follow it up with a letter.

Mr. Thomas:
- Asked who was affected and suggested that it was Delefield - both sides, Sargent Road, Crittenden, and South Dakota Avenue.

Ms. Scott:
- Indicated that she has an address list for mailing.

Ms. Washington:
- Indicated that she would do a formal letter to Burnes

Mr. Bowser:
- Said that he would speak with DPW, Tony Duckett, regarding alternative for trash pick-up and tentative plans.