Dear Commissioners, my name is John Wimberly. I live at 6243 29th St NW. Our backyard opens onto the area that will be developed under Knollwood's application.

I have been in this seat before, representing the interests of a growing institution rather than a neighborhood organization. In my work, I spend a lot of time in nursing and retirement homes. My wife and I know and are fond of many of the residents of Knollwood.

It is for those reasons that I have been committed to finding a way for Knollwood to build an Alzheimer's Unit in our backyard. I am a YIMBY (yes, in my backyard) as are the other members of our group. We want to help make this happen. However, thirty years of ministry has taught me that you can only help people, if they are willing to cooperate.

Last week, when it was time to make final decisions in our months-long mediation process, Knollwood reversed course and decided not to cooperate with us. Instead of matching our compromises, they decided to go for broke and try to get everything they want---a new building in the area closest to our homes, removal of any barriers to future construction in the heavily forested green spaces on their property, limited guarantees regarding landscaping decisions, and an additional traffic exit for their residents onto Tennyson.

Our neighborhood organization offered to enter mediation with Knollwood last winter. They refused. It was only a negative response by our ANC to their application that caused them to enter mediation.

At the beginning, our position was simple. We had three fundamental points: 1) no building in the heavily forested area abutting the homes on Stephenson Lane and 29th St., 2) no traffic exit onto Tennyson Street, and 3) the creation of an extended moratorium on future construction in the heavily forested areas that extend from Rock Creek Park onto Knollwood's property.

Knollwood responded that their other 13 potential site locations were too costly and insisted on the Stephenson/29th Street area. They agreed to no Tennyson exit unless the Fire Marshall required an exit for emergency vehicles. On the issue of no future development of the heavily forested buffer areas, they said we would be able to work out a significant extension of the current ban.

With that assurance on the moratorium, we began to negotiate in good faith. Our first concession was to say that they could build in the area adjacent to Stephenson and 29th Street but it had to remain on the footprint of the existing paved parking lot. Why did we make this major concession? Protecting all of the trees in the heavily forested areas and creating peace in the neighborhood for an extended period of time was deemed more important than a building on that parking lot.

So it is important to understand that the location of the present building is not Knollwood's concession to us. It is a concession by us to them.

The next four months were spent designing the building. Knollwood made proposals, we asked for some changes, they submitted revisions. Throughout the period, we kept asking about the future of the heavily forested areas. They kept assuring us, "It is no problem. We will work that out."

(OVER)

BZA
Case No. 17055
Exhibit No. 131
Board of Zoning Adjustment
District of Columbia
CASE NO. 17055
EXHIBIT NO. 131

Then came last week. For some reason, at quarter to midnight in the negotiations, Knollwood did a total about face, surprising both us and the mediator. They said they would not accept a long term moratorium. Instead, in essence, they offered to continue the existing ban to its term. In addition, they took other previous agreements off the table, saying that a Tennyson Street exit would be used by their residents, and would not guarantee to protect the trees near the berm surrounding the immediate construction site, including a 100 year old oak.

We put aside our anger and feelings of betrayal and responded by accepting the emergency only exit onto Tennyson. However, we insisted on some type of long term protection for the heavily forested green spaces that are part of the Rock Creek Park tree canopy as well as the berm which is key to the survival of any new plantings. The fact that we are here today tells you that our counter offer was rejected. As a result, the future of that green space, of all those trees, a true civic treasure, remains in your hands. We trust you to do the right thing and protect them for the city's children and grandchildren.

In our first meeting with Knollwood and the mediator, the mediator stressed that mediation only works when commitments made along the way are commitments kept. Knollwood made commitments to us but suddenly, on Friday, refused to keep those commitments. If you approve their application, they will have successfully manipulated the process to obtain everything they want. We, however, will receive nothing in return to remedy the major adverse impact we fear: the continuing endangerment of the heavily forested areas that give our neighborhood much of its character.

Knollwood says they have no plans to develop those areas. Then why not sign an agreement to that end? Either you will or you won't protect the green space.

Thirteen years ago, your counterparts on the BZA, listened to Knollwood agree to 1) extensively landscape the property, and 2) not build again for 25 years. Thirteen years into that commitment, Knollwood has failed to keep one of those conditions and wants to escape the other. What message are you sending the community about your authority if you reward such behavior which seeks to disregard and undermine your authority as a Board. This is why the ANC and three City Council members are opposing this application. The credibility of mediation processes and prior BZA decisions are at stake.

We are more than willing to resume mediation efforts and believe that mediation can still end with the needs of BOTH parties being satisfied. However, if you do not enforce the conditions created by this Board in 1991, why should Knollwood or, for that matter, any other community organization in the future mediate?

In order to have rational, reasonable zoning, commitments made must be commitments kept. Please hold Knollwood to the commitments they made to you and to us in 1991.