

LAW OFFICES OF
KNOPF & BROWN
401 EAST JEFFERSON STREET
SUITE 206
ROCKVILLE, MARYLAND 20850
(301) 545-6100

FAX: (301) 545-6103
E-MAIL BROWN@KNOPF-BROWN.COM
WRITER'S DIRECT DIAL
(301) 545-6105

DAVID W. BROWN
SOLE PRACTITIONER

February 28, 2017

Sara Benjamin Bardin, Director
District of Columbia Office of Zoning
441 4th Street NW Suite 200S
Washington, DC 20001


Re: ***Submission of Written Testimony***
BZA Case No. 19450 – Ward 3 Homeless Shelter Project
D.C. Department of General Services

Dear Director Bardin:

Several members of Neighbors for Responsive Government (“NRG”) are listed in NRG’s Pre-Hearing Statement as witnesses who will testify. To expedite the hearing, these witnesses will summarize at the hearing their more detailed written testimony, as attached:

1. Testimony of Arnold Lutzker
2. Testimony of Patricia H. Wittie w/attachments
3. Testimony of Tara A. Stanton
4. Testimony of Brian A. Powers
5. Testimony of Nora Stavropolous
6. Testimony of Christopher Sweeney
7. Testimony of Yvonne Thayer

Respectfully submitted,


David W. Brown

/enclosure (written testimony – 7 people)

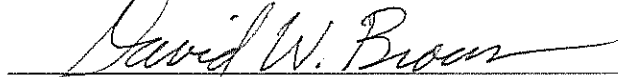
Sara Benjamin Bardin, Director
District of Columbia Office of Zoning
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AFFIDAVIT OF SERVICE

The Neighbors for Responsive Government, by and through the undersigned counsel, this 28th day of February 2017, have served the foregoing letter submitting written testimony on the applicant via email MMoldenhauer@washlaw.com, Meridith Moldenhauer, Esq., Griffin, Murphy, Moldenhauer & Wiggins, LLP, 1912 Sunderland Place, NW, Washington, DC 20036; and the DC Office of Planning, 1100 4th Street, SW, Suite 650 East, Washington, DC 20024; and via email to the local ANC, Advisory Neighborhood Commission 3C, Nancy MacWood, Planning and Zoning Committee Chairperson, nmacwood@gmail.com; via email to Angela Bradbery, Single Member District 3C06, 3C06@anc.dc.gov.

Respectfully submitted,

KNOPF & BROWN



David W. Brown, Bar No. 415429

401 E. Jefferson Street, Ste. 206

Rockville, MD 20850

Ph:301-545-6100 Email:brown@knopf-brown.com

February 28, 2017

BEFORE THE BOARD OF ZONING ADJUSTMENT)
 FOR THE DISTRICT OF COLUMBIA)
 IN RE APPLICATION OF)
 D.C. DEPARTMENT OF GENERAL SERVICE)
 Ward 3 Homeless Shelter Project)
 3320 Idaho Avenue, NW)

BZA Case No. 19450

Statement of Brian A. Powers

1. I submit this Statement in opposition to the variances and special exceptions requested by the District of Columbia that are needed to build the proposed Family Homeless Shelter on 3320 Idaho Avenue Northwest.
2. I have resided in the District of Columbia for close to forty years and have owned a home in the Cathedral Heights neighborhood for more than 30 years. I live on 38th Street NW between Macomb Street and Woodley Road about a block away from the proposed Family Homeless Center. During this period I have raised three daughters who attended public school including John Eaton Elementary School. One of my daughters lives on 39th Street NW in McLean Gardens and she sends her two children, ages 6 and 9, to John Eaton Elementary School.
3. My wife and I have been active in the community. My wife Alice served as co –President of the John Eaton Home and School Association. For a number of years I served on the Board of Directors of Jelleff Boys and Girls Club. This neighborhood is our home.
4. While I oppose each of the variances and special exceptions sought by DGS in this case I wanted to focus my comments on the variance sought by the applicant for the height and number of stories that DGS claims it needs for the Shelter. This statement will also address the failure of the City to conduct any reasonable search for alternatives to this site, which is required to obtain the special exception needed to build a shelter for 185 residents on this site. It is necessary to review the character of this neighborhood to fully understand why these requested variances and special exceptions must be denied.

Change and Continuity in the Cathedral Heights Neighborhood

5. I have witnessed significant changes to our neighborhood. When I first arrived in the District in 1977, the tenants of McLean Gardens were engaged in a long and arduous struggle to keep their community of three story garden apartments intact rather than be torn down for large scale development.
6. McLean Gardens is a 43 acre housing development built on the grounds of the fabled estate of John R. McLean. This residential neighborhood is bounded by Rodman Ave, NW to the north, Idaho Avenue to the South, Wisconsin Avenue to the east and 39th Street NW to the west. The

estate was torn down in 1942 in order to provide housing for wartime defense workers. In addition to dormitories, the complex consisted of 31 red brick three story garden apartment buildings with ample green space in a park-like environment. In 1980, the tenants prevailed. The low rise garden apartments were saved from demolition and were converted to condominiums with the tenants afforded the right of first refusal so they could own their homes.

7. Nine original dormitories on Wisconsin Avenue and Idaho Avenue that were once part of the McLean Gardens complex were torn down in the early 1970's and were spun off from the garden apartment complex to a separate ownership structure. In the early 1980's the Wisconsin Avenue and Idaho Avenue section, where the dormitories had once stood, was developed as part of a Planned Unit Development (PUD) consisting of townhouses called the villages at McLean Gardens and a nine story luxury apartment building called "The Towers." This development was one of the first mixed use sites in the District which included residential, commercial, and retail. This development came to be known collectively as Vaughan Place when the initial rental units were converted to condominiums in 2006. The Vaughan Place development was the subject of intense community debate, rigorous scrutiny from the Zoning Commission, and represented a compromise between groups who wished to limit the size of the development to no more than three stories and the developer who sought to carve out a portion of the original low rise garden apartment complex for more intense development. It was part of the overall compromise that saved the garden apartments at McLean Gardens while allowing limited development along Wisconsin Ave at a higher height limit. It also should be noted that the height of Vaughan Place tapers downward so it is lower at the south (WTOP) end on the corner of Idaho Avenue NW and Newark St. NW, the portion of Vaughan Place closest to the Second District Police Station.
8. The community experienced additional battles relating to development of the former Giant Grocery Store, which owned property along Wisconsin Ave. that extended from Idaho Ave. NW almost to Macomb Street NW. Ahold Corporation, a Dutch multi-national corporation, which owned Stop and Shop, which in turn owned Giant, teamed up with Bozzuto, a development corporation, to propose a development that came to be known as Cathedral Commons. Like the fight to preserve McLean Gardens, a long fight ensued over the course of a decade with the Cathedral Commons group seeking a PUD to develop this large complex into a mix of retail, commercial and residential buildings. Again, this was the subject of intense scrutiny from the Zoning Commission, entailing at least six hearings, before approval was secured in 2009 when the DC Office of Zoning issued the Wisconsin Avenue Planned Unit Development.
9. Significantly, RA-1 zoning continued for the western portion of the site, where 8 town houses were constructed on Idaho Ave, across from the Second District police station. These three story town houses serve as a screen separating Idaho Ave. from the Cathedral Commons development. Idaho Ave was also the entry for the loading dock for the 34,000 square foot Giant grocery store, which receives numerous deliveries on a continuous basis to stock the supermarket. This loading dock receives deliveries large and small including large tractor

trailers. It is located to the south of the town houses on Idaho Avenue and is adjacent to several single family homes on Idaho Avenue.

10. The original plans for the building of the Cathedral Commons Townhouses on Idaho Ave was to preserve at least a half dozen of the majestic old-growth trees on the northern part of Idaho Ave across from the Second District police station, in front of the town houses. Sadly, due to an engineering mistake, it was necessary to widen Idaho Avenue to accommodate the large tractor trailers that regularly make deliveries to the Giant and all of these trees were destroyed.
11. Cathedral Commons has not completely filled in with commercial tenants, but it has already attracted several restaurants that complement a thriving cluster of restaurants unaffiliated with Cathedral Commons on Macomb Street, just off Wisconsin Ave. This has increased traffic in the neighborhood and added to an already critical neighborhood parking shortage as cars doggedly seek to avoid the parking garage and hunt for on-street parking. There is more to come. In particular, a 24-hour diner, The Silver Diner, is scheduled to open in the Spring of 2017. In addition, in the past several weeks, a new restaurant, Heritage India, opened up on the corner of Wisconsin Ave. and Macomb Street.
12. The two PUD developments, Vaughan Place and Cathedral Commons, were and continue to be anomalies, hard fought in each instance and subject to significant limitations. They should not be considered the norm for the neighborhood. The exception should not swallow the rule, or RA-1 zoning will become meaningless.
13. Despite, these two major development battles, the neighborhood has been remarkably stable. The forty plus acres of McClain Gardens have been preserved and untouched over the past 75 years, the dozens of three story garden apartments evidence virtually no outward change. To the south of the second District police station, there is an unbroken stretch of predominantly single family homes with a sprinkling of townhomes all the way to the Russian embassy complex. Wisconsin Avenue has apartment buildings of various heights with almost no retail until you reach Calvert Street. These are established, enduring neighborhoods. My home at 3212 38th street NW, for example, was built in 1923. Across the street from Cathedral Commons, Cleveland Park begins, an historic district extending to Connecticut Avenue.

Lot 849: The Second District Police Station, City Refueling Depot and Community Gardens

14. Directly across from the Town Houses on Idaho Street that were built as part of Cathedral commons is the Second District MPD Police Station. It was built on Lot 849 in 1971 in accordance with architectural designs by Robert B. Shogren, a student of Mies van der Rohe. It is a two-story structure nestled into a hillside with another story recessed below. Behind the Second district Police Station, is an impoundment lot and parking for police officers for approximately 157 vehicles. There is also a small parking area in front of the building for visitors. Immediately to the north of the of the station, towards Newark Street, and on lot 849 there is a city refueling depot that is used for police cruisers and other city vehicles including fire department vehicles.

15. The Second District operates on a 24/7 basis and provides safety and security for about one third of the city, including the embassy District, and the downtown core including the White House, as well as most of Northwest Washington. The Second District plays a significant role in responding to many of the events that typify Washington as a World Capitol including the inauguration, protests, demonstrations, papal visits, state funerals and civil disturbances. When this occurs, the police typically extended hours and first responders converge from all over the area and, with the rear parking lot already at capacity, the police park throughout the neighborhood and virtually every square inch of the Second District grass are used for overflow parking. For example, in the day of the inauguration and the day after when the massive Women's March was held, I counted 33 cars parked on the grass in front of the station.
16. While special events result in the lawn area in front of the police station being used as a makeshift overflow parking area, such overflow parking does not just occur during special events. There are at least a half dozen cars parked illegally on the grass in front of the police station on a regular basis.
17. Directly to the south of the MPD grounds are a series of two story single family homes on Idaho Ave leading up to Macomb Street on both sides of the street. While Lot 849 on Idaho Avenue where the Second district police station is located and the Bozzuto owned town Houses across the Street are zoned RA-1, the six single family homes on the eastern side of Idaho Ave and four homes on the western side of Idaho Ave. which are immediately adjacent to lot 849 are zoned R-1-B, an even less dense zoning category. R-1-B zoning also applies to the homes on Macomb Street radiating up to 38th Street and down almost to Massachusetts Ave. A number of these Macomb Street homes are adjacent to Lot 849 that the Second District occupies. It is inescapable that the variances and special exceptions that applicant seeks impact not just the RA-1 areas but also the neighboring R-1-B areas.
18. The police station complex is bounded by a wall that runs behind the police parking lot, and then to the border of the single family homes on the south, and up to the northern end of the property beyond the fuel depot area. However the walled area is not the entirety of lot 849 in Square 1818. Rather, behind the wall is an area that has long been referred to as the Newark Street Community Gardens. The Community Gardens consists of small plots where urban dwellers can grow flowers and vegetables. These plots are highly coveted and there is a long waiting list for would-be gardeners.
19. These Newark Street Community Gardens extend into lot 848, which is owned by the U.S. Government. Lots 848 and 849 also share a piece of property that is used as public tennis courts. Lot 849 includes roughly one of the three tennis courts; the other two tennis courts are located on Lot 848, the federal land. Lot 848, in addition to hosting much the community gardens, is occupied by a dog park built during the Fenty Administration directly to the North, and then by a playground that was recently renovated by the City on the corner of 39th Street and Newark Avenue. This playground is for youngsters under 10. It is used heavily, as McLean Gardens has attracted a large number of families with young children. Across 39th Street from

Lot 848 is the Washington Hebrew Congregation, which also hosts a pre-school and a summer camp. Washington Hebrew has a large congregation, which on high holidays and many Fridays cannot be fully accommodated in its parking lot, resulting in parking scarcity during these periods that extends into the surrounding neighborhoods all the way up to Wisconsin Ave. and radiating from Macomb Street onto Idaho Avenue and Woodley Road, among other streets.

20. If the requested variance were to be granted to the District to allow for six stories rather than the three stories permitted under applicable zoning regulations and for the building to be 69 feet high rather than the forty foot limit which applies to RA-1 zoning, this would fundamentally alter the character of this area. This large building would dwarf the neighboring two story single family homes that are zoned R-1-B that run from lot 849 on both sides of Idaho Ave. to Macomb Street. The shelter would also loom over the single family homes on nearby Macomb Street, which are zoned R-1-B. The building would also tower over the two story Second District police station and the Community Gardens. This tall and massive building would also be in sharp contrast to the eight Bozzuto townhouses, which serve to screen the Cathedral Commons development to the west of that development. In effect the greater flexibility and in some cases greater height for developments allowed under the rigorous PUD procedure for Vaughan Place and Cathedral Commons would be allowed to spill over to the RA-1 residential areas of Idaho Avenue and the nearby (and in some case the immediately adjacent) R-1-B areas, but this time without the rigorous procedures and review demanded before PUD applications can be granted.
21. The BZA should give great weight to the recommendations of ANC3C and deny the variances relating to the height and number of stories for the proposed family homeless shelter on Idaho Ave.

Proposed Northwest Family Homeless Shelter

22. Mayor Bowser announced plans in February 2015 to close DC General, a former hospital, which has been used to house approximately 250 homeless families. She adopted an all ward approach, later reduced to 7 wards to take into account that Ward 2 already had a District homeless shelter for women.
23. The Mayor's plan called for the city to lease sites owned by developers who would build shelters in accordance with specifications adopted by the City. After the expiration of long term leases, the land would revert back to the developer who would be free to use it as it saw fit. The Mayor contended that private developers could build the shelters faster than the City could if the City assumed this burden. The Mayor also proposed that the legislation be adopted on an emergency basis.
24. The Mayor selected sites in seven wards but, as reported by the Washington Post, she refused "to provide specifics about how she picked locations, or identify sites that she ruled out." <https://www.washingtonpost.com/local/dc-politics/dc-mayor-refuses-to-say-how-she-picked-sites-for-new-homeless-shelters/>.

25. A letter of intent was signed on January 8, 2016 with a developer, Glover Park Developers LLC, for a Ward 3 site located at 2619 Wisconsin Ave NW across from the Russian embassy. See Exhibit 1. This proposed Ward 3 site engendered considerable neighborhood opposition. Among the objections raised concerning this site was the cost of the leased shelter and the allegation that developers who had signed letters of intent to build the leased shelters were campaign contributors to the Mayor who stood to benefit from the proposal. Ward 3 Council Member Mary Cheh joined those who were opposed to the Wisconsin Ave site for the shelter and was one of the first to suggest 3320 Idaho Ave. NW as an alternate site

26. By letter dated April 6, 2016. Council Member Cheh contacted the Department of General Services (DGS) concerning 3 sites for the Short Term Housing Initiative: 3320 Idaho Avenue NW; 3101 Albemarle Street NW; and 4100 River Road NW. Christopher Weaver, the Director of DGS, replied to Ms. Cheh's inquiry by letter dated April 29, 2016. He noted that the site at 3220 Idaho Avenue was District owned land but that it was currently the site of the Second District Police Station, a park, and a refueling station. Since the site was already occupied, Mr. Weaver stated that it would be necessary to lease another location for the police station and refueling station. He also commented that the loss of the park would interfere with the Department of Parks and Recreation master plan for park availability for this neighborhood. Mr. Weaver concluded that these complicating factors "make this site unsuitable for our purposes." Mr. Weaver concluded that the three sites suggested by Ms. Cheh "are not suitable for our purposes" A copy of the April 29 letter was attached to NRG's Prehearing Statement as Ex 10.

27. Undeterred by the determination of unsuitability by the Director of DGS, the Council convened 17 days later and, on May 16, 2016, voted down the Mayor's leasing plan and had its first vote on their own plan calling for the placement of the shelters on city owned or city acquired property. This bill changed the location of the Ward 3 site from Wisconsin Ave. to 3320 Idaho Ave, NW, to be co-located on the same lot as the Metropolitan Police Department Second District headquarters. This action was taken without any notice to ANC 3C.

28. The derailment of the Mayor's plan led to heated debate. It was reported by WAMU that the Mayor shouted at Chairman Mendelson down a hall way after the initial vote was taken by the Council in May: "You're a fucking liar!. You know it can't close in 2018"
<http://dailycaller.com/2016/05/17/dc-mayor-throws-f-bomb-at-council-chair-over-homeless-shelter-derailment/>

29. A community meeting was called with very limited notice on May 27, 2016 at the Washington Hebrew Congregation on Macomb Street. Although I had been following the Wisconsin Ave. site controversy closely and had written letter to the Mayor and the members of the Council urging that the matter of the location of the Shelter be submitted to the ANC's for their review and comment, I was unaware of the meeting. The following Tuesday on May 31, 2016, one business day after the community meeting, the Council passed its own DC Homeless Family Plan, amended to provide for a shelter with up to 50 units at 3320 Idaho Avenue as opposed to the 38 units called for at the initial Wisconsin Ave site. This legislation was signed by the Mayor on June 2, 2016.

30. No open solicitation for offers occurred before the Council determined to locate the Ward 3 shelter at 3320 Idaho Ave. There was no request for proposal or other normal selection process observed. DGS has failed to provide any information concerning steps taken to select the Idaho Avenue site or to disclose if there were any alternate sites that were considered. Nor has DGS or the District provided any information showing that there was ever a process undertaken to openly solicit owners of land for the shelter or that any other steps were taken to analyze or consider alternative sites to Idaho Ave as the site of the family homeless shelter for Ward 3.
31. Any solicitation steps taken pursuant to the Mayor's leasing plan in 2015 or earlier are irrelevant to the consideration of potential sites after the Council adopted a new approach calling for the shelter to be located on city owned or city acquired land. The shelter sites in ward 1 and 4 were purchased by the city after the passage of the Council's bill. They were not city inventory when the bill was passed. A search for owners of land and developers willing to build a shelter to the exacting standards of the District and to enter into a long term lease agreement with the District is far different from a solicitation or search for land for the City to purchase that would be suitable for the District to build a shelter. The former involves owners of land with the resources to build a shelter that are willing to take the entrepreneurial risk of entering into a long term lease with the District. By contrast, a solicitation by the City for owners of land willing to sell to the City opens the door to a far greater pool of potential sellers.
32. In early June, ANC3C convened a public meeting to review the site selection. The ANC adopted a resolution dated June 20, 2016, objecting to, among other things, the site selection process, condemning the lack of notification to the ANC, and called for a rigorous site selection process to be undertaken.
33. Subsequent to the passage of the Act designating Idaho Ave as the Ward 3 site there has been no alternative site selection process conducted by DGS or the City.
34. On December 13, 2016, a community meeting was convened at the Washington Hebrew Congregation on Macomb Street. At this meeting the neighborhood received the first preliminary plans for the proposed shelter on Idaho Avenue. Presentations were made by DGS, the architect who had been selected to develop the site, and Laura Zeilinger.
35. At the conclusion of the presentations, there were break-out sessions to discuss the proposal. I noticed Council Member Cheh, standing on the side of the room. I approached Ms. Cheh and introduced myself, as I did not think she would remember me from my attendance at a meet and greet event during her first campaign, to which I had contributed. I asked Ms. Cheh how she had arrived at 3 potential alternative sites for the Mayor's proposed Wisconsin Ave. site. She told me that the sites had just "percolated up." I asked what that meant. She said that constituents opposed to the Wisconsin Avenue site had sent her emails suggesting various alternate sites. Some of these sites, she told me, were clearly not appropriate, such as federal land at Ft. Reno. She also stated that three sites from these emails from constituents seemed plausible, which is why she sent a letter to the head of DGS seeking his view. She added that "Idaho Street NW rose to the top because it was city owned." I asked her why she did not agree

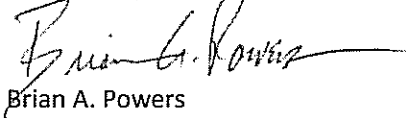
with the letter from the head of DGS stating that all three sites were “unsuitable.” “Oh we paid no attention to that letter,” she replied, “that was just politics.”

36. It was clear from Mary Cheh’s explanation of how she came to inquire about the three alternative sites to 2619 Wisconsin Ave. that there was no rigorous study or open solicitation underlying the three sites. It was clear that DGS, the agency with the expertise and resources to conduct site selections, had nothing to do with the passive “percolation” process (reliance on constituent e-mails) employed by Cheh to arrive at possible alternatives except for DGS weighing in after the fact to advise that the Idaho Avenue site was “unsuitable”.
37. During community meetings in January, DGS representatives stated DGS they had no choice but to accept the site on Idaho Avenue because it had been selected by the City. This is false as is made clear by court filings in an related case where lawyers for the Council and the Mayor have both stressed that the selection of Idaho Ave. was preliminary, not final, and was contingent on BZA approval. At the ANC meeting on January 31 to accept public comment on the plans relating to the Shelter, Council Member Cheh was present and spoke briefly. She was asked how she had selected 3 sites for DGS to review in April 2016. She relied that the alternative sites to Wisconsin Ave. that were the subject of her letter to DGS had “bubbled up from constituents.” She elaborated no further.
38. When the Council rejected the leasing Plan that was the centerpiece of the Mayor’s Homeless Shelter initiative and adopted the “own or acquire” approach, it did not jettison the cloak of secrecy utilized by the Mayor to refuse to discuss how sites were designated for the shelters or whether any alternative sites had been considered. Given the timing of their designation of the Idaho site, it is apparent that there was no public or open solicitation of sites for the shelter under the new criteria adopted by the Council—owned or acquired. Instead, as admitted by Ms. Cheh, she considered three sites proposed by constituent e-mails, with the Idaho Avenue site rising to the top because it was city owned land. And the Idaho site was selected notwithstanding the assessment by DGS that it was “unsuitable”.
39. Transparency, due diligence and best practices are not just a matter of good governance, in the case of a search for reasonable alternatives, it is a matter of compliance with the applicable regulations to be granted a special exception to house so many persons at the site of this shelter.
40. RA-1 Zoning provides that emergency shelters are permitted as a matter of right only four residents (that is residents, not units). The City only allows a special exception for an emergency shelter to house between 5 and 25 occupants if among other things, the District can show that the facility will not have an adverse impact on the neighborhood because of noise and traffic.
41. The Regulations only allow an emergency shelter in RA-1 zones that exceed 25 occupants **ONLY** if the City can prove that there is not a smaller facility or facilities that can satisfy the programmatic needs of the District **AND** if there are no reasonable alternatives to the selected

site. It is abundantly clear that the District has failed to satisfy its burden to show that no reasonable alternatives exist.

42. The costs of this project continue to spiral out of control. We were informed by a DGS spokesman at the ANC meeting on February 21, 2017 that the cost associated with the placement of the shelter on Idaho Ave. is now estimated to be \$30 million dollars. The enormous cost of locating the shelter on this site only underscores that the range of reasonable alternatives is expanding. The escalating costs of shoehorning the shelter into the southern portion of lot 849, building a new parking structure, and creating temporary parking facilities for the police far exceeds what the cost of city acquired land would be. This is illustrated by the fact that the value of the Wisconsin Ave. site initially selected by the Mayor was estimated to be \$2.5 million.
43. The request for a special exception to house 185 residents at the emergency shelter site on Idaho Ave. exceeds by a factor of 45 times what is allowed as of right for this site. It should be denied. This will allow the City to go back to the drawing board to select a site that is cost effective which does not possess the inherent insurmountable problems that exist at the Idaho Ave site.

Respectfully submitted,



Brian A. Powers
3212 38th St. NW
Washington D.C. 20016
Date: February 27, 2017

Exhibit 1

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



OFFICE OF THE SECRETARY
WE ARE WASHINGTON
2016 DC PM 5:07

January 8, 2016

Re: Letter of Intent for the lease of premises at 2619-2623 Wisconsin Ave NW,
Washington, D.C. 20007

The Department of General Services ("DGS"), on behalf of the District of Columbia, presents this letter of intent (this "LOI") to Glover Park Developers LLC for the lease of certain premises located at 2619-2623 Wisconsin Avenue NW, Washington, D.C. 20007.

Outlined below are the principal terms and conditions that would serve as the basis for a lease agreement for the Premises (the "Lease").

TENANT

District of Columbia, a municipal corporation, acting by and through its Department of General Services (the "District").

The District of Columbia agency initially occupying the Premises (defined below) will be Department of Human Services ("DHS"). Subject to the provisions of the "Use" section below, the District shall have the right to substitute another District agency as occupant of the Premises without such substitution constituting a sublease of the Premises or an assignment of the Lease and shall not require the consent of Landlord (defined below).

LANDLORD

Glover Park Developers LLC, any other wholly-owned subsidiary of MED Developers LLC or any special purpose joint venture entity in which Glover Park Developers LLC or MED Developers LLC is a member or partner ("Landlord").

PREMISES

The Premises will consist of (a) one newly constructed building which, upon completion, shall constitute one single building with approximately 35,000 rentable square feet containing approximately 50 sleeping rooms, and other ancillary space (the "Building"), and (b) the land upon which the Building is located, which shall include outdoor areas and parking spaces (the "Land"). The number of sleeping rooms, number of beds, and square footages for the Building,

as existing (if applicable), shall be set forth on a Rooms and Beds Chart to be attached to the Lease as an exhibit.

The Premises will have a street address of 2619 Wisconsin Avenue. For tax and assessment purposes, the Premises is known as Lots 044 and 0812 in Square 1935.

For informational purposes, the rentable square feet ("RSF") of the Building shall be subject to verification upon Substantial Completion (to be defined in the Lease) in accordance with BOMA standards for measurement. Such final determination of the RSF of the Building shall be set forth in a declaration of delivery for the Premises, the form of which shall be an exhibit to the Lease, signed by Landlord and the District (the "Declaration").

PERMITTED USE

Landlord and the District acknowledge and agree that (a) the District's intended use of the Premises is as follows; housing for District of Columbia families for a stay between 30 to 90 days (with the Premises having a minimum of 50 sleeping rooms), the provision of meals (not prepared at the Premises) by the District to such persons and a resident operator provided by the District (the final terms of use to be set forth in the Lease), and (b) Landlord shall, at its sole cost and expense, seek any zoning use variance or other zoning exception as may be required for such use of the Premises, and shall obtain a certificate of occupancy for a "boarding house" or any other type of use that shall permit the District's intended use of the Premises (collectively, the "Zoning/Certificate Approvals"). The District may use the Premises for any lawful use that is in compliance with the Zoning/Certificate Approvals. The District shall comply with all written, reasonable rules and regulations promulgated for the Premises by Landlord.

For purposes of this LOI and the Lease, a resident of the Premises is referred to herein as an "Occupant."

RENT COMMENCEMENT DATE

The Rent Commencement Date for the Premises shall be the date upon which Landlord has delivered the Premises to the District Substantially Completed.

LEASE TERM

The initial term of the Lease shall be fifteen (15) years, beginning on the Rent Commencement Date (the "Initial Term", and as may be extended below, the "Lease Term"). The term "Lease Year" shall mean each twelve month period during the Lease Term; provided, however, that if the Rent Commencement Date occurs on a day other than the first of a month, the first Lease Year shall begin on the first day of the month following the Rent Commencement Date.

ANNUAL RENT

Annual Rent includes all costs of operating, maintaining, insuring and repairing all or any portion of the Premises, except that the District shall pay directly all utility costs to the utility

providers, and shall pay Real Estate Taxes based upon actual paid receipts from the Landlord, as set forth in the Lease.

Annual rent \$2,100,000
Monthly rent \$175,000.00
Monthly per unit rent \$3,500.00

Commencing one year following the Rent Commencement Date, and continuing on each anniversary thereafter, the Annual Rent shall be increased by three percent (3%) of the previous year's Annual Rent, as escalated.

Additional Rent: "Additional Rent" means any sum other than Annual Rent, or the components thereof, payable by the District to Landlord under the Lease

OPTION TO EXTEND

The District shall have the option to extend the Initial Term for one (1), 5-year period (such extended period being an "Extension Term"). The District's option may be exercised only as to the entire Premises and so long as the District is not then in default under the Lease (after any applicable notice and cure periods provided to the District under the Lease have lapsed). Not less than 16 full calendar months nor more than 18 full calendar months prior to the expiration of the Initial Term, Landlord shall provide written notice to the District inquiring as to whether the District will elect to exercise its extension option. Within 60 calendar days of receiving Landlord's notice, the District shall deliver written notice to Landlord electing to exercise its option or notifying Landlord that the District will not exercise its option. If the District (a) fails to timely exercise its extension option, or (b) gives written notice to Landlord that it will not be exercising its option, then the extension option shall automatically be of no further force or effect and the Lease shall terminate as of the last day of the Initial Term. If the District elects to exercise the option, the Annual Rental rate for the first year of the Extension Term shall be 103.00% of the Annual Rental rate effective for the last Lease Year of the Initial Term. The Real Estate Taxes for the Extension Term shall be based on the actual Real Estate Taxes as set forth below. If Landlord fails to timely deliver its notice as required above, then the District may elect to extend the Initial Term such that (i) the District is afforded up to 60 days to elect to exercise its extension option, and (ii) the Initial Term shall not expire until up to 12 months (at District's election) from the end of the 60 day notice period.

Commencing as of the 2nd Lease Year of an Extension Term and continuing on each anniversary thereof, the Annual Rent during an Extension Term shall be increased by three percent (3.00%) of the Annual Rent in effect for the prior Lease Year.

PARKING

Landlord shall provide the District with eleven (11) on-site parking spaces. Parking costs are included in the Annual Rent.

BUILDING MANAGEMENT

Landlord shall maintain the Premises in good order, condition and repair and in compliance with all laws, subject to the Turnover (defined below) provisions below. In no event shall the District be responsible for any construction, maintenance or repair of the Premises, except as caused by the negligence or willful misconduct of the District, its employees, or agents or by Occupants (as determined by the judgment of a court of competent jurisdiction if the District disputes that its employees, agents or Occupants were negligent or engaged in willful misconduct) and subject to the certification of appropriated funds for such purpose (in which event please see the Maintenance and Repair section below).

“Turnover” means when a sleeping room is vacated by all Occupants for reoccupancy. Landlord shall be responsible, as part of the Annual Rent, for cleaning and general repair of a sleeping room (“Turnover Services”) as provided in this paragraph. Landlord shall provide Turnover Services for up to four (4) Turnovers per sleeping room per Lease Year. For example, if there are 50 sleeping rooms in the Premises, Landlord would provide Turnover Services for no more than 200 Turnovers per Lease Year

PROPERTY MANAGEMENT SERVICES

Landlord shall provide property management services, to include on-site management and call number for after-hours, as set forth on Exhibit “A” attached hereto. Said Exhibit shall be attached as an exhibit to the Lease.

Landlord shall not be responsible for responding to requests made by any person or entity other than the District or an agent authorized by the District in writing to act on the District’s behalf under the Lease.

BUILDING HOURS, OVERTIME HVAC AND ACCESS

The Building’s standard operating hours for zoned heating, ventilation and air conditioning (“HVAC”) shall be 24 hours per day, 7 days per week.

TEST FIT

At the District’s request, the Landlord, at its sole cost and expense and without any reimbursement from the District, shall provide one test fit for the Premises based upon programming provided by the District. Landlord shall allow for up to two rounds of revisions to the test fit (the final test fit being referred to as the “Approved Test Fit”).

- The Test Fit provides for the following as more specifically shown thereon:
 - Approximately fifty (50) dormitory style sleeping rooms consisting of two, three and or four beds
 - Approximately four (4) units will contain a bathroom with a tub/shower for accommodation of handicap individuals (each, a “Private Bathroom”)
 - Common-use bathrooms and shower facilities on each floor

- One family bathroom (meaning it includes a bathtub) on the third floor and on the fourth floor

TENANT IMPROVEMENTS

Landlord shall furnish all labor and materials to design, construct, furnish and complete all of the Tenant Improvements in the Premises, in accordance with a work agreement to be attached to the Lease (the "Work Agreement"). "Tenant Improvements" shall mean the *turnkey* build-out of the Premises, in accordance with the Approved Test Fit and final plans and specifications (to be defined in the Work Agreement), and shall include, without limitation, the following:

- Approximately fifty (50) dormitory style sleeping rooms: two/three/four bed layouts
- Common-use bathrooms and shower facilities on each floor
- One family bathroom (meaning it includes a bathtub) on the third floor and on the fourth floor
- Common rooms and computer room
- Office space (with appropriate IT cabling and equipment)
- Central desk/security station on each floor
- Warming kitchen and dining area
- Laundry room on each floor
- Storage facilities
- Recreation Facilities
- One unit with private bathroom on each floor
- Security cameras and related equipment

The Work Agreement will contain mutually agreed upon project milestones for the Tenant Improvements and delivery of the Premises.

All Tenant Improvement plans and construction drawings prepared by the Landlord's architect will be reviewed and approved by the District in writing prior to the Landlord commencing any Tenant Improvements.

The total amount to be incurred by Landlord under the Work Agreement pursuant to the development budget (which shall be an exhibit to the Work Agreement) shall be subject to the requirements of D.C. Code Section 2-218.46 regarding the use of Small Business Enterprises and Certified Business Enterprises (as such terms are defined under D.C. Code Section 2-218.02; such requirement, the "SBE/CBE Requirement"). Within 30 days of the Lease Effective Date (defined below), Landlord shall deliver its contracting and subcontracting plan to evidence its compliance with the SBE/CBE Requirement. Landlord's failure to comply with the SBE/CBE Requirement shall constitute a default under the Lease.

LANDLORD WORK

Landlord at Landlord's sole cost and expense shall construct a new building to be located at 2619 Wisconsin Avenue NW, in accordance with plans and specifications (to be defined in the Work Agreement) and in accordance with all applicable federal and District of Columbia codes, laws and regulations.

DELIVERY

The date on which Landlord will deliver the Premises Substantially Complete to the District is estimated to be 20 calendar months from the date on which the Lease is executed by the parties (the "Lease Effective Date"), subject to day-for-day extension for any Tenant Delay or Force Majeure Event ("Delivery Date").

OUTSIDE DELIVERY DATE

The Outside Delivery Date shall not occur more than 24 calendar months from the Lease Effective Date (the "Outside Delivery Date"). In the event the Premises are not delivered by the Outside Delivery Date, Landlord will grant to the District an abatement (on a per diem basis) of the Annual Rent when due for each day of Landlord's failure to deliver possession of the Premises to the District.

CONDITION OF PREMISES

As of the Delivery Date, the Premises, including all HVAC, plumbing, electrical and other mechanical systems, shall be in good working order and condition, with all of the Tenant Improvements Substantially Completed and in compliance with all applicable federal and District of Columbia codes, laws and regulations.

SECURITY

The District will provide onsite security personnel as required in the District's discretion and will provide Landlord with security requirements as part of the Tenant Improvements. Landlord will not be responsible for any security of the Premises, except and to the extent of its responsibility to maintain, repair or replace any security equipment installed pursuant to the District's security design specifications as part of the Tenant Improvements.

The District will provide and be responsible for all security at the Premises, including onsite personnel for use of installed security equipment and for prevention and/or enforcement of security issues that arise.

As of the Delivery Date, Landlord will comply with all reasonable security requirements and requests of the District.

STANDARD LEASE TERMS OF DISTRICT

Set forth below are the District's standard lease terms, which are not subject to negotiation.

LEASE FORM

The Lease shall be on the District's standard form lease.

MAINTENANCE AND REPAIR

Landlord, at its sole cost and expense (meaning that such costs and expenses are already included in Annual Rent and shall not be billed as Additional Rent), shall promptly make all repairs, perform all maintenance, and make all replacements in and to the Land and the Building, including the Premises and the Tenant Improvements constituting fixtures, that are necessary or desirable to keep the same: (a) in good condition and repair, (b) in a clean, safe and tenantable condition, and (c) otherwise in accordance with all laws and the requirements of the Lease. Subject to the following paragraph, the District shall be responsible for any needed repair or replacement within the Premises caused by the negligence or willful misconduct of the District, its employees, or agents or by Occupants (as determined by the judgment of a court of competent jurisdiction in the event the District disputes that its employees, agent or Occupants were negligent or engaged in willful misconduct) and subject to the certification of appropriated funds for such purpose).

The District shall provide notice to Landlord of any known defect in or damage to the Premises (each, a "Repair Item"). Landlord shall inspect such condition and provide the District with an invoice for the reasonable cost of the Repair Item. If the District is responsible, in whole or in part, for the cost of the Repair Item, the invoice shall be subject to the District's approval. If such invoice is approved by the District, Landlord shall promptly effect the repair or replacement, and the District shall pay the applicable cost within 30 days as Additional Rent. Notwithstanding any provision of this LOI to the contrary, if a Repair Item is for damage to the Premises or any FF&E provided by Landlord as part of the Tenant Improvements caused by the negligence or willful misconduct of the District, its employees, or agents or by Occupants (as determined by the judgment of a court of competent jurisdiction in the event the District disputes that its employees, agent or Occupants were negligent or engaged in willful misconduct and subject to the certification of appropriated funds for such purpose) and the total reasonable cost for such Repair Item (i) is equal to or less than \$1,000, Landlord shall effect the Repair Item at its sole cost and expense ("Landlord's Repair Cost") and the District shall have no obligation to pay or reimburse Landlord for any portion of the Repair Item, or (ii) exceeds \$1,000, then the District shall be obligated to pay only for the amount which exceeds \$1,000; provided, however, that Landlord's Repair Cost shall not exceed \$3,000 in any calendar month.

Landlord shall provide staff as follows: 1.5 FTE on-site from 8 a.m. to 6 p.m. and 0.5 FTE on-site from 6 p.m. to midnight as a porter/on-site building manager; and 0.5 FTE on-call from midnight to 8 a.m. who can respond to the site within 2 hours (after-hours call number to be provided by Landlord). Landlord will provide repair and maintenance, trash and snow removal, and other janitorial tasks in accordance with Exhibit "A". The cleaning specifications in said Exhibit "A" include (i) all space within the Premises, including bathrooms and kitchens, and (ii) the provision of a regular, reasonable supply of toilet paper for bathrooms and napkin paper products for bathrooms and the kitchen. Landlord shall have no obligation to maintain or repair any District-owned equipment. Landlord shall have no obligation to provide cleaning within

sleeping rooms, other than as part of Turnover Services; provided, however, that Landlord shall provide cleaning services to the Private Bathrooms on a regularly scheduled basis.

SIGNAGE

Landlord, as part of the Tenant Improvements, shall provide and install interior signage as requested by the District.

INTERRUPTION OF SERVICES

Upon any event or condition not caused by the negligence of willful misconduct of the District or its employees or agents which causes the Building or a portion thereof to be unfit for its intended use or occupancy, the District shall be entitled to an abatement of Annual Rent and Additional Rent on a per diem basis in the proportion which the affected area bears to the total Building. Such abatement shall begin on the third (3rd) business day of such interruption, and if such interruption continues for a total of ten (10) business days, Landlord shall deliver to the District a reasonably detailed plan to end the interruption. If the interruption is caused by the negligence of willful misconduct of the Landlord or its employees or agents, and Landlord fails to deliver the plan and end the interruption as provided therein, or if District does not approve the plan, in its sole but absolute discretion, then District shall have the right to immediately terminate the Lease.

INSURANCE

Landlord shall carry and maintain all-risk property insurance (with 100% replacement cost coverage with an agreed amount endorsement) covering the Building (including the Tenant Improvements constituting fixtures) and Landlord's property therein in an amount required by its insurance company to avoid the application of any coinsurance provision. Landlord shall also carry and maintain commercial general liability insurance with a minimum limit of liability in the amount of \$3,000,000 for personal injury or death of persons occurring in or about the Building (including the Premises. Landlord shall cause the "District of Columbia, as its interests may appear" to be added as an additional insured or additional loss payee (as applicable) on all insurance policies required to be carried by Landlord under the Lease. Landlord acknowledges that District does not maintain any insurance policy insuring against liability or loss, damage or injury to property applicable to the Lease and, therefore, waiver of subrogation does not apply to the District.

LIABILITY

Landlord shall be liable to the District, and shall indemnify, defend and hold the District harmless from, any damage, injury, loss or claim based on or arising out of the Lease or any agreement executed in connection with the Lease if the same is due to the negligence or willful misconduct of Landlord or its agents or employees. Based upon the Anti-Deficiency Acts (defined below), the Lease shall not include any provision requiring the District to indemnify Landlord, reimburse Landlord or make any payment to Landlord other than Annual Rent and

Additional Rent unless subject to the District's prior approval (which payments are all subject to the Anti-Deficiency Acts).

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

The Lease shall, by its terms, be subordinate to any existing mortgage or ground lease affecting the Land or the Building (a "Mortgage"), provided that Landlord causes the mortgagee or ground lessor (the "Mortgagee") to enter into a non-disturbance and attornment agreement, on the District's form, with the District (a "Non-Disturbance Agreement") within 60 days of the execution of the Lease. If the Non-Disturbance Agreement is not timely delivered to the District, the District shall have the right to terminate the Lease, effective immediately. The Lease shall, by its terms, be subordinate to any future Mortgage, provided that Landlord causes the Mortgagee to deliver a Non-Disturbance Agreement to the District. Upon Landlord's request, the District shall enter into a subordination, non-disturbance and attornment agreement, on the District's form, with a Mortgagee.

ASSIGNMENT AND SUBLETTING

The District shall have the right, subject to Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed, to assign the Lease or sublease all or any portion of the Premises. Any profit accruing to the District as the result of any such assignment or sublease shall be equally divided between the District and Landlord.

As stated above, subject to the Permitted Uses, the District shall have the right to substitute another District agency as occupant of the Premises without such substitution constituting a sublease of the Premises or an assignment of the Lease, and such substitution shall not require the consent of Landlord.

BROKERAGE

[The District has not been represented by any agent or broker with respect to this transaction.] In the event Landlord is represented in this transaction by an agent or broker, Landlord shall pay such agent or broker its fees or commission pursuant to the terms of a separate written agreement between Landlord and its agent or broker. Landlord shall indemnify and hold the District harmless from and against all liabilities, obligations and damages arising, directly or indirectly, out of or in connection with a claim from a broker, finder or agent with respect to the Lease or the negotiation thereof, including costs and attorneys' fees incurred in the defense of any claim made by a broker alleging to have performed services on behalf of Landlord.

ANTI-DEFICIENCY

The following limitations exist as to each and every purported obligation of the District set forth in the Lease, whether or not expressly conditioned:

The obligations of the District to fulfill any financial obligation pursuant to the Lease or any subsequent agreement entered into pursuant to the Lease or referenced therein (to which the

District is a party) are and shall remain subject to the provisions of (a) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (b) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2006 Supp.) ((a) and (b) collectively, the “Anti-Deficiency Acts”); and (c) § 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2006 Supp.), as each may be amended from time to time and each to the extent applicable to the Lease. Pursuant to the Anti-Deficiency Acts, nothing in the Lease shall create an obligation of the District in anticipation of an appropriation by the United States Congress (“Congress”) for such purpose, and the District’s legal liability for the payment of any financial obligation, including but not limited to any Annual Rent or Additional Rent, under the Lease shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress and the District of Columbia (references in this Section to “District of

Columbia” shall mean the District of Columbia as a sovereign entity, and not as tenant). During the term of the Lease, the District of Columbia agency authorized and delegated by the Mayor of the District of Columbia to administer the Lease shall, for each corresponding District of Columbia fiscal period, include in the then-current services funding level package a request sufficient to fund the District’s known potential financial obligations under the Lease for such fiscal period.

If no appropriation is made by the District of Columbia or Congress to pay any financial obligation, including but not limited to any Annual Rent or Additional Rent, for any period after the District of Columbia fiscal year for which appropriations have been made, and in the event appropriated funds for such purposes are not otherwise lawfully available, the District shall not be liable to make any payment under the Lease upon the expiration of any then-existing appropriation. In such case, the District shall promptly notify Landlord and the Lease shall immediately terminate upon the expiration of any then-existing appropriation as if such expiration were the expiration date of the Lease, and District shall immediately vacate the Premises.

Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the District or the District of Columbia shall have any personal liability in connection with the breach of these provisions or in the event of a default by the District under the Lease.

The Lease shall not constitute an indebtedness of the District of Columbia nor shall it constitute an obligation for which the District of Columbia is obligated to levy or pledge any form of taxation or for which the District of Columbia has levied or pledged any form of taxation. No agent of the District is authorized to obligate or expend any amount under the Lease unless such amount has been appropriated by act of Congress and is lawfully available.

AUTHORITY

Execution of a lease or any other agreement between Landlord and the District may be subject to authorization by the Council of the District of Columbia pursuant to § 451 of the District of Columbia Home Rule Act (D.C. Official Code § 1-204.51 (2001)), as may be amended from time to time.

COUNTERPARTS

This LOI may be executed in multiple counterparts and delivered by e-mail .pdf transmission, each of which shall be deemed an original and all of which together shall constitute one and the same document.

NON-BINDING PROVISIONS

Notwithstanding any provision of this LOI to the contrary, this LOI constitutes a general, non-binding letter of intent and is not intended to, and does not, create a legal, binding commitment or obligation on the part of Landlord or the District or any of their affiliates to pursue the transaction contemplated by this LOI or any other transaction. Each of Landlord and the District understand and agree that neither of them is or shall be legally bound to the other by reason of this LOI, nor shall any rights, liabilities or obligations (including the obligation to negotiate in good faith) arise as a result of this LOI or any other written or oral communications between Landlord and the District, whether directly or through a broker. It is further understood that the only agreement binding upon Landlord and the District would be the Lease, subject to prior District of Columbia Council approval, if applicable.

[SIGNATURE PAGES AND EXHIBIT FOLLOWS]

If the terms and conditions set forth in this LOI are acceptable to you, please sign and date below and return one (1) original to my office.

Sincerely,

DISTRICT OF COLUMBIA,
a municipal corporation,
acting by and through its Department of General Services

By: 

Name: J. Forest Hayes

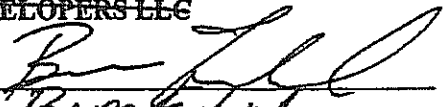
Title: Associate Director

Date: 1-8-2016

[LANDLORD SIGNATURE PAGE AND EXHIBITS FOLLOW]

AGREED AND ACCEPTED:

Glover Park Developers LLC
MED DEVELOPERS LLC

By: 
Name: Bruce Finland
Title: Managing Member
Date: 1-12-16

[EXHIBIT FOLLOWS]

Exhibit A

Landlord Services

I. Maintenance and Repair Reporting

Landlord shall, on a monthly basis (or as otherwise reasonably requested by the District), deliver to the District a report of any maintenance and repair performed by Landlord and the cost associated therewith during the previous month (M&R Reporting). M&R Reporting shall include summary information specific to the corrective action taken and the then total cost paid for by Landlord for such maintenance and repair items.

II. Building Systems

Landlord shall develop respective Inspection and Preventive Maintenance Programs for Building Systems that included in, but not limited to the list below (Building Systems PM Programs). Further, the respective Building Systems PM Programs shall be defined more specifically in the Lease.

- DMARC Termination
- Electrical
- External Façade/Skin
- HVAC Systems/Preventive Maintenances
- Incoming Utilities Services
- Parking Lot maintenance and restriping
- Plumbing
- Roofing
- Snow Removal

III. Custodial Services

The intent of this specification is that the facilities shall be maintained in spotlessly clean and odor free condition at all times. Further, Custodial Services include, but not exclusive to the locations and tasks listed below.

A. Restrooms-Daily/Weekly/Monthly

1. Wash all mirrors daily;
2. Wash hand basin and brightwork with non-abrasive cleaner daily;
3. Wash urinals and brightwork daily;
4. Wash and sanitize toilet seats, toilet bowls and brightwork daily;
5. Sweep floors first and then damp mop daily;
6. Clean kick-plates and baseboards after mopping floor;
7. Damp wipe and clean where necessary daily;
8. Walls and partitions are to be free of hand prints and dust;
9. Replenish bathroom supplies daily;
10. Entrance doors and frames are to be cleaned daily so as to be free from dust and fingerprints;
11. Remove smudges, stains, etc. from all tile walls daily and deep-clean all tile and grout at least once per quarter;
12. Areas directly behind and beneath toilets shall be cleaned daily;
13. Partitions and ventilating louvers are to be damp wiped weekly;
14. Dust light fixtures monthly;
15. Machine scrub floors with approved germicidal detergent solution on a monthly basis;
16. All showers/bath tubs will be cleaned and sanitized on a daily basis.

Specifically, for cleaning toilets, toilet bowl brush shall be used on toilet bowls, and care shall be given to clean flush holes under the rim of bowls and passage traps. Bowl cleaner shall be used at least once each week and more frequently if necessary.

The intent of this specification is that restrooms shall be maintained in spotlessly clean and odor free condition at all times.

B. Offices and Hallways (Corridors)

1. Dusting Weekly:

All unobstructed furniture, office equipment, appliances, window sills, and etc. shall be dusted with a treated cloth or static duster. This shall include all horizontal surfaces up to 84 inches high. Enough vertical surfaces shall be completed daily to complete surfaces each week. Desks and tables not cleared of paper work and materials shall only be dusted where the desk top is exposed. Equipment such as computers, calculators, printers, etc., shall not be dusted.

2. Dust Mopping:

All non-carpeted floor areas shall be dust mopped daily with a treated dust mop, with special attention being given to areas under desks and furniture to prevent accumulation of dust and dirt. When appropriate, dust mopping shall be performed after furniture has been dusted.

3. Wastepaper Baskets:

Wastepaper baskets are to be emptied daily, and are to be wiped clean. Wastebaskets shall be damp wiped if necessary. Plastic liners, where utilized, shall be changed as needed.

4. Vacuuming-Daily/Weekly:

All rugs and carpets in office areas, including under work surfaces, desks and chairs, as well as public spaces, shall be vacuumed in all areas. Hard to reach places, shall be vacuumed weekly.

5. Spot Cleaning Carpets-Weekly:

all carpeted areas shall be inspected daily for spots and stains. All spots and stains shall be removed, if possible, as soon as possible. Where difficult spots are encountered, a notation shall be left with the building management representative.

6. Telephones:

Telephones are to be disinfected monthly.

7. Upholstered Furniture:

All Upholstered furniture shall be thoroughly vacuumed on a regular basis

8. Fire Extinguisher Cabinets:

All fire extinguisher cabinets shall be cleaned quarterly

9. Water Cooler-Daily:

All water coolers shall be cleaned and polished daily.

10. Spot Cleaning-Daily as Needed:

All hand prints and spots shall be removed from doors and light switches daily.

11. High Dusting-Monthly:

Ledges, molding, picture frames, etc., shall be cleaned monthly or more frequently if necessary.

12. Venetian Blinds-Periodic:

A sufficient number of Venetian blinds shall be dusted daily, so that all blinds are dusted every 90 days.

13. Air Conditioning Grilles-Monthly:

all areas around air conditioning and return air grilles shall be cleaned once each month or more often if necessary.

14. Glass Partitions:

Glass partitions/walls will be cleaned thoroughly; metal work and hardware associated with glass shall be cleaned and dusted. This work will be done as needed to maintain these areas in top condition.

C. Stairways and Landings-Daily/Weekly/Monthly

All stairways and landing shall be checked daily and damp mopped weekly. Spot cleaning of walls and doors shall be performed weekly. Hand rails, fire points, and other miscellaneous hardware shall be cleaned monthly.

D. Entrance Lobby

1. Entrance lobbies shall be cleaned thoroughly daily. Lobby glass and metal shall be cleaned and dusted daily. Lobby walls up to 84 inches shall be dusted and kept free from finger marks, smudges, etc. Lobby floors and entrance ways are to be dust mopped thoroughly daily, and damp mopped to maintain a clean and lustrous appearance.

2. Walk-off mats will be vacuumed daily and washed weekly

E. Polishing-As Necessary

All door plates, kick plates, brass and metal fixtures within the building shall be polished as necessary, and residue from floor maintenance cleaned as necessary.

F. Light Fixtures-Quarterly

The exterior of all light fixtures shall be dusted quarterly.

G. Specialty Cleaning-Daily/Weekly/Monthly

Resilient floors shall be maintained as follows:

1. Normal maintenance
 - Spot mopping daily
 - Completely mop all areas with a neutral cleaner weekly.
 - Spray buff as needed using high speed machine (1500-2000 RPM's)
2. Stripping of floors as needed will be accomplished as follows:
 - Strip floors with an approved wax and finish remover.
 - Rinse floor twice by using clean water and mopping up stripper.
 - Apply two coats of water based sealer undercoat.
 - Apply minimum of one coat floor finish.

3. In all cases, transporting liquids over carpeted areas shall be done in a manner to avoid spillage. Contractor is liable for any cleaning costs or damage caused by these occurrences.

Care will be exercised in applying strippers, sealer and waxes to ensure none is applied to furniture and walls. Floor machines will be used by trained personnel in order to prevent any damage to customer's property.

H. Materials and Services provided by Contractor

Supplies will be furnished by the Contractor. Cleaning supplies are required to maintain the facility under contract and the cost of these supplies are included in the monthly bid price.

I. Unit Turnover Services (where applicable)

1. Kitchen/Private Bathrooms/Common Area Laundry

- a) Wipe/clean all cabinets including interior shelving/drawers
- b) Clean all mirrors, sinks, toilets, showers/tubs
- c) Clean countertops
- d) Polish all fixtures
- e) Clean all appliances inside and out, including:
 - Microwave
 - Refrigerator/Freezer
 - Oven / under stove lift top / bottom shelf
 - Dishwasher
 - Wash/remove drip pans

2. WALLS/CEILINGS/WALLPAPER/PANELING/FINISH WORK

- a) Remove cobwebs from walls and ceilings
- b) Clean walls to remove fingerprints (per request only)
- c) Clean all millwork and wipe all switch plate covers
- d) Clean all light fixtures
- e) Paint of needed
- f)

3. DOORS /WINDOWS/VENTS

- a) Clean all interior windows including tracks
- b) Dust blinds
- c) Wash both sides of all sliders or other exit doors
- d) Remove cobwebs from outside front door and sweep entry area
- e) Empty and clean all fireplaces and wood stoves

4. UPHOLSTERED FURNITURE:

All upholstered furniture shall be thoroughly vacuumed quarterly.

5. FLOORS

- a) Clean and scrub (if necessary) all vinyl floors/baseboards
- b) Vacuum/shampooing of all carpeting
- c) Damp mop all hardwood floors
- d) Stripping/Waxing of all VCT flooring

IV. PLandscaping Services:

- A. This plan directs the activities of Facilities personnel in the management of lawn care and the operation of lawn care equipment required to maintain areas. This plan will ensure that landscaping operations are completed in a workman like manner consistent with standard practice.
- B. This plan covers all areas designated to be lawn care areas by Building Ownership. These areas include but are not limited to Front yard, Backyard, Side yard, Shrubbery, and Trees

Duties to be performed by lawn care specialists contracted should be performed upon each weekly visit to the facility. The following duties shall be consistently performed:

1. Weekly mowing of front and back lawn (Lawn will be mowed to 2"-3" tall)
2. Weekly lawn will be trimmed around edges
3. Weekly shrubs and bushes will be trimmed
4. Daily front yard plants will be watered.

V. Snow Removal:

- A. Building managements shall ensure that snow removal operations are completed in a workman like manner commiserate with standard practice for first class residential facilities within Washington, DC. The Snow Removal plan covers all areas designated to be snow areas by the Tenant. These areas include but are not limited to:
 1. Roadways
 2. Parking Lots
 3. Sidewalks
- B. Top Priorities In the removal of inclement weather:
 1. Main roadway to buildings shall be cleaned
 2. Driveways to garage, ramps, and loading docks shall be cleaned sufficiently to permit entrance and exit of vehicles.
 - Parking areas (courts and lots) shall be cleaned of snow before work occupancy time.
 - All fire hydrants shall be uncovered and made accessible.
 3. When plowing snow, special care shall be taken to avoid pilling contaminated snow (mixed with deicing compounds) onto plants, planting beds and lawn areas.

First, Policy LU2.1.1: Variety of Neighborhood Types, emphasizes the importance of maintaining the positive elements that make each neighborhood distinct. The Policy states:

Maintain a variety of residential neighborhood types in the District, ranging from low-density, single family neighborhoods to high-density, multi-family mixed use neighborhoods. The positive elements that create the identity and character of each neighborhood should be preserved and enhanced in the future.

Comprehensive Plan, Chapter 3 "Land Use Element" at 3-25; emphasis added.

From my point of view, the positive elements that create the identity and character of my neighborhood include among other things, its relative quiet; the low density; the serenity that comes from living among many large old-growth trees; the ability to walk freely in the neighborhood without jostling crowds; proximity to the large open space that includes the community gardens, playground, and tennis courts; and the fact that the only "tall" building within eyesight of my property is one corner of the 4th and 5th floors of the "WTOP Building," at a distance of about 4 football fields as the crow flies, which is barely visible in the distance in the winter when the leaves are off the trees, and not at all visible in the summer.

Addition of a six-story building housing nearly 200 people on property immediately adjacent to ours will destroy or substantially impair most of these qualities. Let me explain.

Height. The proposed building is huge compared to its surroundings. The City concedes that there are no buildings that are 6 stories tall anywhere nearby. Moreover, the shelter building is to be sandwiched between a two-story police station and a two-story single family home, towering over them both. "Sticking out like a sore thumb" is an apt description. From our perspective, because our house is effectively downhill from the proposed shelter, the height difference will appear much greater -- we will be staring at a monolith that, to us, will appear more like 8-10 stories tall, clearly visible through the trees and above them. In addition, based on the architectural drawings filed by the City, the building appears situated with the absolute minimum amount of setback from the street. It thus looms over the street, the sidewalk which my husband and I regularly use to walk to area businesses, and the houses across the street. If only because of its height, this proposed shelter is fundamentally incompatible with the neighborhood and with the City's Comprehensive Plan.

We recognize the City's need to provide housing for people experiencing homelessness, and we support its efforts to do so. The Comprehensive Plan also recognizes that need. But the Plan requires a balancing of interests, not imposing a structure to address one need while other equally valid considerations are excluded or ignored. In other words, the Plan endorses compromise – something that the City appears unwilling to even discuss. In fact, Policy LU-3.4.1 of the Comprehensive Plan makes that exact point with respect to group homes, including shelters¹:

Recognize the importance of group homes to providing a positive, healthy environment for many residents of the District of Columbia. Ensure that the District's planning, zoning, and housing codes make reasonable accommodation for group homes without diminishing the character or fundamental qualities of its residential neighborhoods.

Id. at 3-49; emphasis added.

Constructing this huge six-story building on the police station site will, in fact, diminish the character and fundamental quality of my neighborhood.

Number of residents and density. The City proposes to shoehorn 185 residents into this building, plus 20+ staff members, in a dormitory setting. This is simply too much density for my neighborhood of single-family homes and low-rise condominiums. An apartment building of the same size could only include a small fraction of that number of people in the equivalent amount of space; D.C. law prohibits more than 2 people to a bedroom in an apartment, and this proposed shelter will regularly squeeze 4 or even 5 people into a single bedroom, without a living room or kitchen, and in most cases without a private bathroom. Thus not only will the building physically dwarf its surroundings – the sheer number of people in this building will overwhelm the number of people living in the neighborhood.

Once again, this is inconsistent with the Comprehensive Plan. Chapter 23 of the Plan, which addresses the “Rock Creek West” area that encompasses our home and the proposed shelter site, includes the following policies:

¹ Note that the Comprehensive Plan defines “group home” as a “residence for persons requiring care, assistance, or supervision, often located in a structure built as a one-family dwelling.” Comprehensive Plan, Glossary of Terms at G-18. The Comprehensive Plan’s discussion of group housing includes emergency shelters within this general category. *Id.* at 3-48.

Policy RCW-1.1.1: Neighborhood Conservation. *Protect the low density, stable residential neighborhoods west of Rock Creek Park and recognize the contribution they make to the character, economy, and fiscal stability of the District of Columbia. Future development in both residential and commercial areas must be carefully managed to address infrastructure constraints and protect and enhance the existing scale, function, and character of these neighborhoods.*

Comprehensive Plan, Chapter 23 “Rock Creek West Element” at 23-13; emphasis added.

More particularly, Policy RCW 1.2.10 has this to say:

Policy RCW 1.2.10: Community Based Residential Facilities. *Encourage the development of small-scale community-based residential facilities on scattered sites within the Planning Area.... Additional group homes and community based residential facilities should be accommodated provided that such facilities are consistent with the area’s low-density character.”*

Id. at 23-19; emphasis added.

This proposed facility is emphatically *not* consistent with my area’s low-density character, and it flies in the face of the “existing scale, function and character” of this neighborhood. The large number of people living and working in the shelter, concentrated in a six-story building with an 8000-square-foot footprint, will increase both car and foot traffic, and will increase congestion. To me, it’s like dropping a bowling ball into a basket of Easter eggs. It doesn’t belong, and it will change the character of the basket.

B. Noise

There is an “echo” effect between the back of our house and the structures in the 3300 block of Idaho Avenue that face our back yard, including the police station. Noise from the houses and the police station bounces against our house and is magnified. We regularly hear voices and laughter from the police station parking lot, despite the trees that separate us, and when our Idaho Avenue neighbors are outside, it is quite remarkable how well we can hear them even though they are a couple of hundred feet away through the trees.

The proposed shelter is slated to house more than 100 children, and is providing a playground right up the hill from our back yard for them to play in. I work at home, in an office that faces the police station. Children make noise (appropriately). In good

weather and probably all year long, if there are 100 children – or 50 children – playing outdoors on that proposed playground, I will have to close my windows and doors and turn on white noise in order to continue working.

There is no way to buffer that noise, and it will bounce against my house and be magnified, just as the sound of police laughter and my neighbors' outdoor parties is magnified. The intrusion on my own quiet enjoyment will be overwhelming.

C. Parking

The parking issues here are a mess for those of us living in the area. While it is still not clear what the City plans to do with respect to long-term parking for the police and the shelter, or for temporary parking for the police during construction, one thing *is* clear to me. This site was selected without any analysis of the critical parking issues in this neighborhood, and those issues have not been resolved by the City's ever-changing proposals concerning parking.

My husband and I have a driveway and can generally park our own cars off of the street – but our guests and visitors must park on the street, and most of our neighbors must park at least one of their own vehicles on the street. Despite what the City's "Transportation Study" purports to say, street parking is scarce or nonexistent in this neighborhood most of the time. The Giant/Cathedral Commons development has greatly exacerbated the problem, particularly in the evening, and it will only get worse when the new Silver Diner opens later this spring. When Washington Hebrew has one of its frequent public or religious events, there is no parking to be had for blocks in every direction. Anything that takes away available street parking spaces thus creates a burden on the neighborhood.

The City's latest revised proposal -- presented orally but not in writing or with accompanying plans or drawings – claims that this is all somehow being addressed. I sincerely hope that the BZA refuses to approve any of the requested variances or the special exception because the overall proposal is incomplete and we have no information on the permanent parking solution for this shelter.

Residents' parking and transportation. The City claims that the residents in its shelters never have automobiles, and in any event it claims that it will prohibit them from having one or bringing it to the neighborhood. It is difficult to believe that no person experiencing homelessness ever has a car. It is even more difficult to understand how the alleged prohibition would be enforced. Is this something that the police will be called upon to take care of? And where will visitors and volunteers park?

As for transportation – critical for the residents because they allegedly will not be permitted to have automobiles -- existing bus service is already inadequate, as Councilwoman Cheh has emphasized. In fact, in a Letter to the Editor in the Northwest Current dated February 15, 2017, Councilwoman Cheh stated that “those neighborhoods along the Wisconsin Avenue corridor [one block from the proposed Idaho Avenue shelter] that are not serviced by Metrorail are forced to depend exclusively on transit service that is **inadequate and unreliable.**” (This letter is attached here.) In addition, the City is also proposing the elimination of one of the existing routes that service this area – the 37 route.² As Councilwoman Cheh wrote, “[t]he proposed discontinuation of the 37 line also fails to take into account the **lack of alternative options** for residents of Glover Park and Massachusetts Avenue Heights, many of whom depend on this bus for travel to work.” Our neighborhood abuts and is in many way a part of Massachusetts Avenue Heights; and elimination of the 37 line will have an identical impact here.

The City’s “transportation study” for this shelter also points out that in addition to the demonstrably inadequate bus service, there are “Bikeshare” bicycles readily available. The City claims that an average family in these shelters consists of a single mother and her 2-3 toddler children. No single mother with two toddlers is going to try to ride a Bikeshare bicycle to take them to day care, or anywhere else. Suggesting that these bicycles are a useful method of transportation in this situation is lunacy. The same is true of the Zipcars that are allegedly available nearby. Where is the evidence that persons experiencing homelessness are going to use Zipcars for transportation?

D. Community Gardens

As I’ve already pointed out, I have a plot in the Newark Street Community Gardens. The gardens (and the associated playground, tennis courts, and dog park) are a real asset to the community. There are more than 200 individual plots, and the waiting list for a plot is very long – in fact, the officers of the Garden Association regularly have to close the waiting list altogether, because there are so many people on it. The demand is obviously very high.

I can personally attest that being in the gardens, even pulling weeds, is a refreshing, relaxing way to spend time three seasons a year. The park-like setting is lovely, and has

² The 37 route currently runs from Wisconsin Avenue and Western Avenue, at the border with Maryland, down Wisconsin Avenue and across Pennsylvania Avenue to the Archives. It thus passes within 1.5 blocks of the proposed shelter site.

grown increasingly lovely over the years as gardeners add flowers, and the Garden Association has planted trees and improved the site. It is a little oasis, serene and peaceful. And the bonus of having your own fresh flowers and fresh vegetables makes it particularly pleasant.

The adverse impact of this proposed shelter on the gardens involves two issues: shade on some of the gardens, and the disruption or destruction caused by the proposed use of the tennis courts as temporary parking for the police while the garage and shelter are being built.

Shade. The shade studies for the shelter show that it will impact at least 20 individual plots, *not counting the small plots that are located directly adjacent to the wall that separates the gardens from the police parking lot.* While the number of additional hours of shade from the shelter building will vary depending on the precise location of each plot and the time of year, many of these plots will no longer have enough sunlight through the morning hours in the growing season to grow vegetables or many types of flowers. That adverse impact will only be increased with the proposed new 3-story garage structure; the City hasn't provided drawings much less shade studies for that, so the extent of the impact is impossible to predict at this point. If the affected plots are deemed to be unusable, or even less desirable, as a result of the construction of the shelter and the garage, the gap between the number of available plots and the number of people who want them will be even greater.

Use of the tennis courts for parking. The City's new proposal to build a road through the gardens in order to have temporary parking on the tennis courts, magnifies the problem substantially. Again, because the City has failed to flesh out this plan in any meaningful way, we don't know how many garden plots will be either impacted or literally destroyed in the process. My own plot, however, looks directly onto the tennis courts – the only thing separating me from them is about 70 feet of grass. Using them as a parking lot for police cars, who come and go on a constant basis, will substantially diminish my own quiet enjoyment of the gardens, and that of most other gardeners. In addition to the general commotion caused by the traffic, the noise of the police cars – they regularly go tearing out of their current parking lot with screeching tires and sirens wailing – will be intrusive, and the fumes and oil/gasoline runoff will be damaging to the grass and trees that are next to the tennis courts. In fact, my own house and property are located directly downhill from the tennis courts; that runoff will come directly onto my property, possibly damaging scores of old-growth, increasingly fragile trees, and the lights from police cars coming and going will shine directly into my windows. (I note that the tennis courts do not have lights.) And, as far as I can tell,

there is no guarantee that when the time comes to “repair and replace” the tennis courts, the City will actually choose to spend the money to do so.

E. Cost/Alternative Sites

Like other residents in our neighborhood, my husband and I have paid taxes to the District of Columbia government for decades – income taxes as well as property taxes. The judicious use of our tax dollars is a matter of significant concern to us. The Council justified its decision to abandon the Mayor’s plan to lease shelter properties, in favor of “city-owned” properties, based exclusively on cost. I was present at the February 21 ANC3C meeting, when DGS representatives stated that the all-in cost of this shelter has ballooned from the \$12.5 million budgeted by the Council last summer for constructing the shelter building, to \$30 million (and counting) now, to include \$18.5 million to construct the shelter building, either \$7.5 million or \$9.5 million to build the police parking garage, plus another \$1.8 million to reconstruct the tennis courts and gardens after the temporary parking lot is no longer needed, and an additional undisclosed amount of money to pave over the tennis courts and build a road to them in the first place. Councilwoman Cheh and representatives of DGS have said “there is plenty of money to do this.”

This is crazy, and it suggests that there is “plenty of money” to look at other properties that would not require a \$7.5 million (or \$9.5 million) investment in alternative parking for the police, or something in excess of \$2 million to create and then remove “temporary parking” for the police. There should also be “plenty of money” to consider two smaller shelters rather than this large one. In other words, the City could either look at other properties it already owns that would not require these expenditures, or spend \$10 million to buy other properties in Ward 3, and still have it cost no more than the costs of using the police station site.³

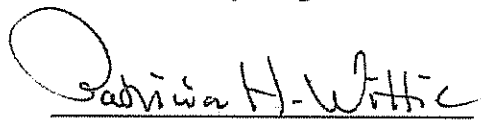
All of this simply confirms that the police station site is unsuitable, and that the City has failed to demonstrate that there are no reasonable alternative sites.

F. Groundwater/water table

³ When the Council passed the Shelter Act, its expert consultant concluded that the “as-is” market value of the Mayor’s proposed site on Wisconsin Avenue was \$2.5 million, as shown on the attached excerpt from the Committee Report on Bill 21-620, which became the Shelter Act (attached). There are plenty of properties available in Ward 3 that could be purchased for far less than \$10 million.

My husband and I have spent literally tens of thousands of dollars since 1982, trying to keep our basement dry. There is a substantial problem with the water table and ground water in this immediate area. In fact, at the February 21 ANC3C meeting, the City's architect stated that the City could not lower the height of the shelter building by putting the administrative and program offices in the basement, because the ground water problems are so severe that this would drive the cost up even further.

Based on my own experience and this statement by the City's architect, I am now concerned that construction of this shelter on the police station site will exacerbate the water problems on my own, adjacent property – and create additional ongoing expense for me and my neighbors, which will never be compensated by the City.

A handwritten signature in black ink that reads "Patricia H. Wittie". The signature is written in a cursive style with a large, looped initial "P".

Patricia H. Wittie
3847 Macomb St NW
Feb. 25, 2017

LETTERS TO THE EDITOR

Shelter proponents shielded from impact

In regard to The Current's Feb. 8 article on the proposed homeless facility on Idaho Avenue NW, I want to point out that almost all of the "Ward 3 for All" people do not live in the neighborhood around the shelter. Many of them live one or two miles away and conveniently are for this shelter in this location because they don't want it in their neighborhood!

If you were to walk around McLean Gardens during the day on a Saturday or Sunday when people are out walking their dogs or out with their kids, you would find the vast majority of people against this gargantuan structure for many serious and valid reasons. We are being ignored by our elected officials. Something is rotten here, and we need to get to the truth of this. This shelter at the very least needs to be put on hold so proper studies can be done.

Next step: asking the U.S. House Committee on Oversight and Government Reform for help.
Louise Filkins
McLean Gardens

Library should keep archives available

The Current's Feb. 8 article "City finalizes schedule for MLK Library renovations" does not do justice to how important the Washingtoniana Collection is to preserving local history and keeping it accessible to its many users. The collection is now open regular hours and in one location — Martin Luther King, Jr. Memorial Library downtown. This site is generally convenient for the Washingtoniana Collection's users, including professional researchers as well as homeowners, preservationists, academics, hobbyists and all others with an interest in our local past. This collection can also be the foundation for a D.C. history center that D.C. Public Library director Richard Reyes-Gavilan has talked about.

Unfortunately, as the story describes, the library system plans to scatter the collection for the next three years to three locations — the Historical Society of Washington, the Library of Congress and the Georgetown Library — while MLK is renovated. The hours and availability of materials will also be restricted.

An appeal for full interim Washingtoniana access, supported by a working group, has been made multiple times, in multiple venues: 1) in an August letter,

now with some 50 signatures, to the library system's trustees and director; 2) in a resolution of support from the Ward 3 Democrats; 3) in a question to Mayor Muriel Bowser at a Ward 3 Democrats meeting that also pointed out how important Washingtoniana is to the D.C. statehood movement; and 4) in a question from Ward 3 D.C. Council member Mary Chah to Reyes-Gavilan at the council/mayor breakfast last week.

Director Reyes-Gavilan has rebuffed all these full-access requests with the mistaken assertion that "we think we have what people need" and that it would be "fiscally irresponsible" to spend money on "space we would need for only three years."

The Washingtoniana Collection is the best current historical resource in the D.C. government and thus has a unique obligation to the public and to the cultural life of the District. It is therefore hard to understand why the library system rejects the full-access appeal and offer to advocate for Washingtoniana. However, it's not too late to start working toward the full-access goal and an even better Washingtoniana.

Bill Rice
Member, Friends of the DC Archives

Cutting 37 bus route would hurt access

The Washington Metropolitan Area Transit Authority should not cut the 37 Metrobus route in its final fiscal year 2018 budget ["Riders decry proposed 37 bus cut," Feb. 1]. As I've expressed to general manager Paul Wiedefeld, the 37 Metrobus route provides an essential service to a number of Ward 3 neighborhoods that already suffer from limited transit options, and its continuation is supported by the agency's own data.

Currently, the average number of riders on a given weekday on the 37 stands at 599; for reference, Metro's guideline threshold for elimination consideration is 432. Moreover, Metro calculates that average riders per trip on the 37 is 27.2, more than double the agency's own guideline of 10.7. Finally, "riders per revenue mile" (the number of passengers multiplied by distance traveled) is 4.1, much higher than the Metrobus minimum of 1.3 passengers.

The proposed discontinuation of the 37 line also fails to take into account the lack of alternative options for residents of Glover Park and Massachusetts Avenue Heights, many of whom depend on this bus for travel to work. Although Metro proposes that affected individuals may use the Wisconsin Avenue 30 buses

and the D1 and D2 routes in lieu of the 37, service on the D routes during snow is often discontinued and the 30 buses are plagued by overcrowding and delays due to congestion on M Street. Nor is there any prospect of additional DC Circulator service to relieve the gap in transit options that the elimination of the 37 would create. Although the D.C. Department of Transportation's own metrics support this extension, the agency has indefinitely delayed extending bus service up Wisconsin Avenue to the Washington National Cathedral.

Moreover, those neighborhoods along the Wisconsin Avenue corridor that are not serviced by Metrorail are forced to depend exclusively on transit service that is inadequate and unreliable. The proposed elimination of the 37 bus would be yet another example of transit services in Glover Park being discontinued, even in the face of evidence indicating that the route enjoys favorable ridership metrics.

Mary M. Chah
D.C. Council member, Ward 3

Express bus serves vital community need

I'm writing in hopes of saving Metro's 37 express bus route ["Riders decry proposed 37 bus cut," Feb. 1].

One more reason to save the 37 bus is that the Pennsylvania Avenue bridge between 25th and 33rd streets NW is expected to be closed soon for extensive repairs. This closure will cause a detour to the M Street bridge and invasive delays on the three other 30 bus lines that travel along Wisconsin Avenue through Georgetown to Pennsylvania Avenue.

The 37 express bus route, which operates only on weekdays during rush hour, was established to relieve the number of passengers and increase the on-time performance of the other 30 bus lines for riders who had no need to go through Georgetown.

Eliminating this route makes no sense because it was created to solve the rush-hour overcrowding and scheduling problems on the 30 lines. And shutting down the 37 bus at the same time construction work takes place on the Pennsylvania Avenue bridge will not only increase the crowds for all passengers including those whose commute would otherwise bypass Georgetown, but will also result in more than doubling the commute time for passengers who currently use the 37 bus.

I support the proposed bus fare increase if it helps save the 37 bus.
Jean Hutter
Cleveland Park



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LETTERS TO THE EDITOR

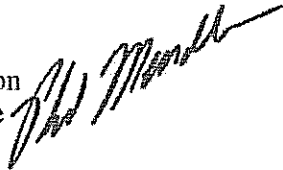
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**COUNCIL OF THE DISTRICT OF COLUMBIA
COMMITTEE OF THE WHOLE
COMMITTEE REPORT**

1350 Pennsylvania Avenue, NW, Washington, DC 20004

TO: All Councilmembers
FROM: Chairman Phil Mendelson
Committee of the Whole
DATE: May 17, 2016
SUBJECT: Report on Bill 21-620, "*Homeless Shelter Replacement Act of 2016*"



OFFICE OF THE
COUNCIL CLERK
MAY 27 PM 3:07

The Committee of the Whole, to which Bill 21-620, the "Homeless Shelter Replacement Act of 2016" (previously the "Homeward DC Omnibus Approval of Facilities Plan for Short-Term Housing for Persons Experiencing Homelessness Act of 2016") was referred, reports favorably thereon with amendments, and recommends approval by the Council.

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I. BACKGROUND AND NEED

Bill 21-620, the "Homeless Shelter Replacement Act of 2016," provides the Mayor with the authority she requested to move forward with a plan to close the D.C. General Family Shelter and replace it with smaller, better-run facilities throughout the District.¹ The Committee Print directs the Mayor to utilize District-owned sites to construct family shelters in Wards 3, 5, 6, 7, and 8. For Wards 1 and 4, the Committee Print directs the Mayor to acquire the sites identified in the introduced version of Bill 21-620 and authorizes the Mayor to utilize eminent domain to acquire each site, if necessary. Finally, the Committee Print authorizes funding levels for the acquisition and construction of the seven shelter sites.

¹ Except that the proposed Ward 1 facility is a replacement for apartment-style family shelter units currently located at 1433-1435 Spring Road, NW.

Integra Realty Resources
Washington, DC

840 First Street, NE
Suite 460
Washington, DC

T 202.774.9360
F 855.226.8532
www.irr.com



May 6, 2015

The Honorable Phil Mendelson
Chairman
Council of the District of Columbia
1350 Pennsylvania Avenue NW
Washington, DC 20004

SUBJECT: Consulting and Real Property Appraisal Report
Proposed Short-Term Family Housing Sites and Facilities Lease Study
IRR - Washington, DC File No. 141-2016-0151

Dear Mr. Chairman:

Integra Realty Resources – Washington, DC (“IRR”) is pleased to submit the requested consulting report and appraisals, in which we analyze the proposed terms under which the District of Columbia would lease five properties located in Wards 1, 3, 4, 5 and 6 for the development of Short-Term Family Housing (STFH) sites.

This study is intended to aid the Council in evaluating a legislative proposal (B21-620) that would include leasing the subject properties for development of short-term housing facilities for families experiencing homelessness. This consulting report lays out the conclusions of our analyses of the proposed leases, as reflected in the Letters of Intent negotiated between the District of Columbia and the respective owners (or, in two cases, contract purchasers) of the prospective STFH sites, as well as recommendations for optimizing the structure of the proposed transactions.

As part of this assignment, we have completed market value appraisals of each of the proposed STFH sites, under a variety of valuation scenarios. These appraisals are included as appendices to this report, and detail the assumptions, data, methodology, and reasoning that underpin and support the analysis and conclusions presented here. While we have conveyed the major conclusions of the appraisals in this report, we would highly recommend that the intended users of this report (i.e., the members of the Council and their respective staff) familiarize themselves with these appraisals.

The primary components of our study are as follows:

- An analysis of the market value of the sites, in "as-is" condition, relative to the market value the sites would be expected to trade at, if leased at the proposed terms (i.e., the amount that the prospective lessors could sell their leased fee interest for immediately upon execution of the proposed leases). In cases where the market value would be significantly enhanced by the proposed lease (before any actual development work has been performed), we can conclude that the proposed lease terms are above-market.
- Recommended lease term modifications that would be financially beneficial to the District while still offering reasonable, market-oriented rates of return to the prospective lessors/developers under similar "built to suit" lease structures as contemplated under the current Letters of Intent.
- An analysis of the "net" rents under the proposed leases (i.e., rent paid for the real estate itself, rather than for services rendered by the landlord under the terms of the lease), relative to normal market terms for "built-to-suit" net leases.
- An analysis of the budgeted costs of the proposed facilities, and the implications for rent/costs and value.

This consulting report and the appended appraisals are intended to conform to the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

It should be noted that the opinions expressed in this report and the appended appraisals are based on estimates and forecasts that are prospective in nature and subject to risk and uncertainty. Additionally, our opinions and forecasts are based partly on data obtained from interviews and third party sources, which are not always completely reliable. Although we are of the opinion that our findings are reasonable based on available evidence, we cannot be responsible for the effects of future occurrences that cannot reasonably be foreseen at this time.

Finally, the value opinions expressed in this report are subject to the extraordinary assumptions and hypothetical conditions stated in the respective appraisal reports, as well as the general assumptions and limiting conditions described therein. Again, we strongly advise that the users of this report familiarize themselves with the underlying appraisals and the assumptions on which they rely.



The Honorable Phil Mendelson
Council of the District of Columbia
May 6, 2015
Page 3

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Washington, DC



Patrick Kerr, MAI, FRICS, SRA
Senior Managing Director
Certified General Real Estate Appraiser
District of Columbia Certificate # GA10274
Telephone: 202.774.9040
Email: pkerr@irr.com



Samuel D. Sherwood
Senior Analyst
Certified General Real Estate Appraiser
District of Columbia Certificate # GA12136
Telephone: 202.774.9044
Email: ssherwood@irr.com



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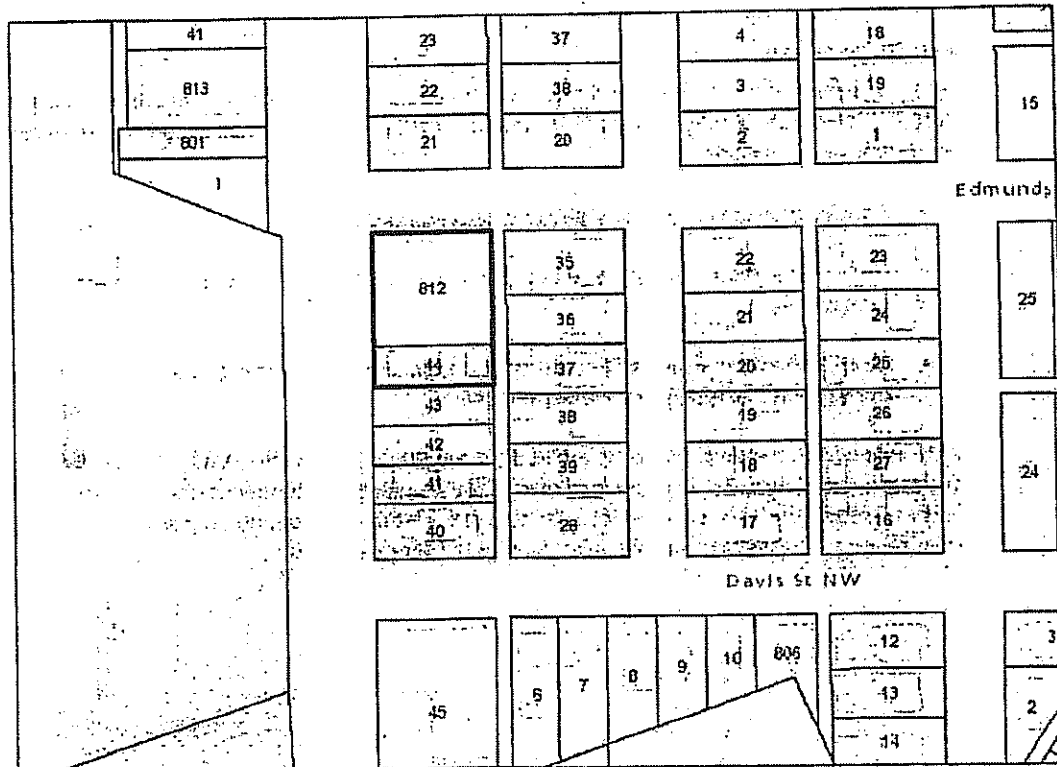
- A. Ward 1 Site Appraisal
- B. Ward 3 Site Appraisal
- C. Ward 4 Site Appraisal
- D. Ward 5 Site Appraisal
- E. Ward 6 Site Appraisal



Ward 3: 2619-2623 Wisconsin Avenue NW

Property and Lease Summary

This site is located at the southeast corner of Wisconsin Avenue and Edmunds Street NW, in the Observatory Circle neighborhood. The site measures 0.44 acres or 19,113 square feet, and consists of two legally subdivided R-1-B zoned lots, one of which is presently improved with an (apparently vacant) single-family home built in 1934, which would be demolished to make way for the proposed facility.



The LOI for this site is an agreement between the District and Glover Park Developers LLC (as lessor), who do not currently own the property. The prospective lessor reportedly has the property under contract, but a copy of this agreement or information about it was not made available to us. The LOI proposes a 15-year lease, with one 5-year renewal option, commencing at completion of construction (estimated May 1, 2018). The landlord would be responsible for obtaining approvals for the intended use and constructing the proposed STFH facility. The facility would include 38 temporary family housing units and 31 bathrooms. 8 of the bathrooms will be private/ensuite bathrooms, while the remainder may be shared between two families. The projected building size is 35,000 square feet.



Value Opinions and Lease Evaluation

We concluded that the highest and best use of this site "as is" would be for single-family development of the vacant lot (as two lots, as permitted under the R-1-B zone), and continued use of the existing home. It is our opinion that the current "as is" market value of the property is \$2,500,000. We reached this conclusion by analyzing sales of other single-family home sites in the area, as well as sales of individual homes, and deducting an allowance for subdivision costs and profit from the sum of the component values.

To value the site "as if leased," we employed a two-step process.

- First, we valued the property "upon completion." To do this, we developed a projection of the expected cash flows to the landlord over the term of the lease, plus the value of the property (land and building) surrendered to the landlord at the end of the lease term. Our analysis assumes that the District will renew the lease as long as option terms are available, but assumes that, at the end of the final option term, the property will revert to the landlord. Further, based on the zoning of the site and the design of the structure, our analysis assumes that (in the absence of the lease) the property will not have a financially feasible and legally permissible use as improved, and that the landlord will therefore demolish the property in order to realize the value of the site as if vacant. While both of these assumptions are considered reasonable, they could be construed as representing the "worst case" scenario for the landlord (but for the renewal option exercise). Thus, whatever premium exists in the "as if leased" value conclusion relative to the "as is" value may be a minimum figure.
- Second, we deduct the cost of completing the proposed improvements, inclusive of a market-derived allocation of profit, defined as the dollar amount that the landlord/developer would have to expect to earn in order to be willing to undertake the development project. We included an analysis of construction costs in the appraisal (see Appendix B), and will further expound on this construction cost analysis later in this consulting report. In summary, this analysis indicates that the budgeted development costs are within the range of potentially reasonable figures, but do represent a high-end figure relative to comparable data. Therefore, our appraisal assumes that the cost budgets are accurate. Again, this would suggest that whatever premium exists in the "as if leased" value conclusion relative to the "as is" value may be a minimum figure.

Deducting development costs and profit from the "upon completion" figure, we concluded to an "as if leased" market value of \$6,100,000.

This indicates that the proposed lease would be above-market. It is important to note that the prospective lessor/developer does not currently own the property, but rather has it under contract. We did not have access to this contract. If the contract purchase price is in the range of \$6,100,000, then this windfall would accrue to the underlying property owner, and not to the lessor.

Under the lease as currently structured, the initial contract rent that would result in an "as if leased" value equivalent to "as is" market value (holding all other assumptions constant) is \$1,640,000 (\$46.86/SF, or \$3,598/unit/month). This rent represents a "feasibility rent" – the rental rate at which



BEFORE THE BOARD OF ZONING ADJUSTMENT
FOR THE DISTRICT OF COLUMBIA

In Re Application Of: :
 :
D.C. Department of General Services : BZA Case Number 19450
Ward 3 Homeless Shelter Project :
3320 Idaho Avenue, NW :

TESTIMONY OF CHRISTOPHER J. SWEENEY

My name is Christopher J. Sweeney. I am a U.S. Navy Captain. My wife Dede, our two young sons (ages 7 and 9), and I live at 3304 Idaho Avenue NW, which is the third house down the street from the site of the proposed shelter. We have owned the property since 2005, although from April 2014 to October 2016, we were forward deployed in Japan. I am still on active duty stationed at the Pentagon.

Before leaving Washington DC for a Navy assignment in Japan in 2014, we had been actively protesting the zoning variance for the construction of the proposed Giant loading dock just 200 feet from our home. With young children who ride bikes up and down the street, we were concerned about safety, traffic and noise with large food trucks traversing our residential street. We were also not pleased that the 100 year old trees that lined the street across from the police station were removed with the building of townhouses. Both the loading dock and tree removal significantly altered the residential, park like feel of our street and we have been left with increased traffic, noise and congestion.

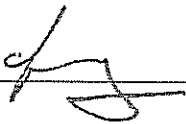
We should not be subjected to the "domino effect" of yet another major zoning exception of building a six story building on a street zoned for three stories. We would not have bought a house on a street with six story buildings. We have paid a significant tax premium to live on this street and should be protected by the zoning laws.

As a Navy Captain who has been responsible for leading naval operations all over the world, including the professional and personal care of 10,000s of Sailors and their families, I still do not understand the rationale of putting noncombatants (homeless) on top of first responders who are supposed to protect our community. Even if the homeless are in a separate structure, they are still next to the police station and sharing a driveway for entry and exit. This puts an undue burden on the police and first responders who now must constantly be considering the families with young children living so close. I also don't understand the logic of building a playground for little children right across from a truck loading dock and a shared police driveway. In my experience, it is a recipe for disaster and accidents do happen.

To conclude, since moving back to our home in October 2016, my wife and I have been distressed not only by the increased truck traffic at the Giant, but also the numbers of police cars stacked on the grass in front of the police station. During special events, the parking situation is even worse. The traffic situation and congestion – which already makes it difficult to park and drive on our street, and almost impossible to back in and out of our driveway safely – is only going to get worse with the addition of 200 people less than half a block away from us. And my children's ability to safely move around the neighborhood, both on foot and on their bikes, will become even more limited. This will further adversely impact the character of our neighborhood.

You do not need to be an expert in urban planning to drive down our street on any given day and come to the conclusion that this street is already beyond its capacity.

Please consider the interests of taxpaying homeowners who did not invest years on this street to have to suffer multiple major zoning exceptions, increased noise, traffic and parking problems at the expense of the safety of our children and a compromised police station. The city should conduct due diligence on multiple potential sites and work with the entire community in Ward Three to produce numerous courses of action to take care of the homeless.



Christopher J. Sweeney
Captain, United States Navy
3304 Idaho Ave., NW
February 25, 2017

**BEFORE THE BOARD OF ZONING ADJUSTMENT
FOR THE DISTRICT OF COLUMBIA**

In the application of:

**D.C Department of General Services
19450**

BZA Case Number

Ward 3 Homeless Shelter Project

3320 Idaho Avenue, NW

TESTIMONY OF TARA A. STANTON

I oppose granting the variances and special exception requested by the City in connection with the proposed shelter on Idaho Avenue.

I am a single woman who currently owns a condominium at 3801 39th Street NW in McLean Gardens, about five blocks from the Shelter. I also own a single family home on the corner of Idaho Avenue and Macomb Street, at 3821 Macomb. I made this purchase after an exhaustive and exhausting search. I spent three years trying to find a single family home that I could afford. I have resided in McLean Gardens for 14 years and valued the park- like setting for the garden apartments and the adjoining tranquil neighborhoods which are largely single family homes.

The proposed shelter is incompatible with the neighborhood. Idaho Avenue had survived the battle relating to the Cathedral Commons development relatively intact. As part of that Planned Unit Development, Bozzuto built eight town homes on Idaho Avenue which served to screen Idaho Avenue from Cathedral Commons. I was not happy with the loading dock for the Giant which was accessed from Idaho Avenue, but I figured that I could live with that. I also felt that this section of Idaho Avenue had paid its dues in terms of development and that we would not be asked by the City to make further sacrifices.

In December 2016 I learned the first details of the plans for the proposed homeless shelter. I was appalled at the proposed height of the building which will loom over the block at twice the number of stories permitted by applicable zoning regulations. I would be facing this massive shelter situated catty corner

from me, barely a half block down from my home. The lights from that building would also be an intrusion.

I attended public meetings where neighbors repeatedly objected to the height as a major problem. In response to these objections, the City architect announced that he was able to shave off a mere 3 feet from the height while keeping the same number of stories. This is completely unacceptable and I applaud the ANC's objection to the variance requested in terms of height and the number of stories. I request that the BZA give great weight to this ANC recommendation and come to the same conclusion.

It is not just a question of height, it is also the fact that this building will be occupied by 185 residents with staff ranging from 12 to 25 at any given time. The McLean Gardens low rise apartments are built with each entrance serving 6 units; 2 units per floor. By contrast the shelter consists of 50 units served by a single entry-way. That is a very densely populated space made possible by the size of the structure which is massive when compared to their immediate neighbors, combined with the fact that the units are tiny in terms of square feet. Crammed into these small units, it is reasonable to expect that the shelter residents will go outside at every opportunity, greatly increasing the pedestrian traffic in my neighborhood.

As far as I am aware, there has been no attempt to be creative with scattered, less obtrusive sites in Ward 3 that in the aggregate would be the fifty that the City is looking to place in the District. Likewise, the City has never demonstrated that there was any real search for alternative sites. The special exception request should be denied.

I also am very concerned about the increased traffic flow that will occur because of the shelter. I have found that backing out of my driveway on Idaho Avenue is already a serious problem and a hazard. Increased traffic that will come with this site is going to make things far worse. This is a street that already accommodates parking for 157 police cars that will increase to over 200 when the garage is completed, a stream of delivery vehicles (including tractor trailers that are already going regularly to the Giant loading dock), and now the staff, service vehicles, and visitors to the shelter will add to the traffic flow. This will impose an intolerable burden on this small street.

I have other problems with the requested variances. A loading dock is essential

to deliver meals on a daily basis, to accommodate vehicles that maintain and repair the facility, and to facilitate the pick up of trash and to mitigate rodents that will be attracted to a site that can be expected to generate a steady stream of trash including diapers and the remains of 3 meals a day for 200 people. I have learned since I bought my house on Macomb Street that there is already a rodent infestation in the neighborhood. This is a very serious health hazard. The BZA should deny the requested variance related to the absence of a loading dock.

Finally, I object to the placement of this shelter on a site already occupied by a busy police station. On April 29, 2016, the head of DGS wrote a letter stating that it would be inappropriate to locate the shelter on a site already occupied by an active police station and a city refueling depot. I think it is extremely short sighted to encumber the police with additional responsibilities to look after the shelter, to have the station share a common driveway and parking garage with the shelter, or to limit the ability of the Second District to perform its role as a first responder. The police will do their best, they always do, but I have spoken with several Second District officers who cannot speak on the record. They have voiced to me that they share my concern that the operational needs of the Second District will be impeded by the placement of a shelter at this site. BZA should not grant the variance needed to co-locate two structures on a single lot.

Dated: February 26, 2017

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Tara A. Stanton", with a long horizontal flourish extending to the right.

Tara A. Stanton

**BEFORE THE BOARD OF ZONING ADJUSTMENT
FOR THE DISTRICT OF COLUMBIA**

In Re Application Of :
D.C. Department of General Services : **BZA Case No. 19450**
Ward 3 Homeless Shelter Project :
3320 Idaho Avenue, NW :

Testimony of Arnold Lutzker

The following is a written statement of my testimony in connection with the BZA proceeding addressing the building of a shelter on the lot presently dedicated to the Second District Police Station at 3320 Idaho Avenue, NW.

1. First, as background, my wife Susan and I moved to Washington, DC in 1971 and since May, 1978, have lived at 3215 Idaho Avenue, NW, Washington, DC 20016. We have raised our three children (now all grown with children of their own) at our home and have been active in the community. Our children attended neighborhood schools, including John Eaton Elementary School, where Susan and I were co-presidents of the Home & School Association.

2. Professionally, for nearly 20 years, we have had our own law firm in the DuPont Circle neighborhood. Prior to that, I was a partner in two large law firms, and Susan was legal counsel at the National Trust for Historic Preservation. We have dedicated our personal and professional lives to the District of Columbia and have seen dramatic changes throughout the city in the decades we have lived here. Over the years, we have invested much of our life savings into improving our home on Idaho Avenue, completing several major renovations to our house, which dates to 1927.

3. Like many of our close friends and neighbors, we have followed with profound sadness the plight of homeless persons in the District and commend the long-stated intent of the DC

Government to make a better life for those that have been sheltered at DC General and those who lack adequate housing for themselves and their children. It is therefore with a strong sense of civic responsibility and concern for the neighborhood where we have chosen to live our lives, that we address the ill-conceived and deficient proposal to build a shelter on the grounds of the Second District Police Department.

4. Like others in the District, we have been aware of the Mayor's plan to close DC General and establish shelters in all wards of the City. We knew about the Mayor's proposal to build a shelter on Wisconsin Avenue near to Temple Micah, where we are members. However, it was not until late May, while Susan and I were traveling abroad on business, that we were first alerted to a proposal to shift the site to Idaho Avenue. At the same time, we were told that there was going to be a hastily arranged local meeting at Washington Hebrew Congregation while we were away, and then a vote by the City Council a few days later. Frankly, we were stunned that such an important decision affecting the neighborhood where we have lived for nearly 40 years was going to be implemented without due public notice to our ANC and thus to the community for comment and input.

5. Since those events last May, we have been actively engaged in the process of trying to understand the District's plans for this specific shelter. We were among the organizers of Neighbors for Responsive Government, and I serve as an officer of this non-profit entity. During the past nine months, we have seriously focused on the District's need for zoning special exceptions and variances in order to legally place the shelter on this specific site.

6. As this process has unfolded, several things have been clear. First, the City was woefully negligent in failing to consult with the ANC and the neighbors before choosing the Idaho

Avenue site. Moreover its outreach efforts since May, 2016 have failed to rectify the early mistakes.

7. Next, as the plans for the shelter have unfolded, it has been evident that City administrators have lacked a master plan explaining why the shelter should be located at this particular site, and how the problems inherent in this specific site can be addressed. Instead, at every turn, the City's responses to neighborhood concerns have been ad hoc and inadequate.

8. Then, while the high cost of leasing property on Wisconsin Avenue led to recommending a city-owned property alternative, there was never any meaningful – and legally required – assessment of alternative sites. This failing has forced the City to seek severe zoning relief, all the while seeing escalating costs to address newly-discovered problems.

9. The design for the shelter is at odds with the zoning obligations in the community. To make room for 50 family units (housing over 180 residents) and administrative space for 12 staff, we have been told the shelter must be 70' in height, towering over nearby homes and the police station. This massive structure will obscure daylight and amenities for most immediate neighbors and will impose a totally different landscape on the neighborhood as it has existed for the decades we have lived there, and years before. In shifting the shelter from Wisconsin Avenue to Idaho Avenue, its size increased by 30% (from 38 families to 50). While we are told that the 50 family size is necessitated by the plan to close DC General, nowhere has it been explained why 38 units would have worked on Wisconsin Avenue.

10. These points will be addressed in more detail by other neighbors and witnesses, but I want to specifically note several key concerns that I find particularly troubling. Regarding cost, in December, at an open meeting at Washington Hebrew Congregation, I asked the architect who designed the project what the cost is of the garage proposed to accommodate the loss of parking

for the police. In December, he told me he did not know the cost, but would have to get back to me. I left my business card; however, I never heard from him. Then at the January 31, 2017, open meeting sponsored by the ANC, a District official indicated the shelter was budgeted at \$12.5 million and the garage was budgeted at \$4.5 million. Promptly after hearing the substantial concerns from neighbors about parking at that meeting, the City reviewed its plans and added an additional floor to the garage. I learned that the new projection for the garage cost was up to \$9.5 million. At the next ANC meeting on February 21, we were advised the cost would be \$7 million, but that an additional \$1.8 million would be needed to restore the tennis courts and community gardens, which would be affected by a temporary parking plan. The cost of the shelter was now projected to be increased by \$6 million (from \$12.5 million to \$18.5 million), bringing the total cost to almost \$30 million. This does not take into account potential cost overruns, or the costs of creating the temporary parking facilities for the police during the projected eight months it will take to build the garage.

11. This ever-shifting cost projection is both unsettling and irresponsible, and reflects the absence of sound planning for this project and the ad hoc nature of the City's response to legitimate public concerns. Had the Council known before passage of the shelter bill that the costs at this particular site would be nearly \$10 million more just to accommodate a new police garage, would the proposal have passed? Certainly, the cost just to address the police parking situation merited much sounder review.

12. I understand that the City now believes the original special exception needed to address inadequate parking is not needed. However, a special exception is needed to support a temporary parking facility while the garage is being constructed, leading to intrusion into the community gardens and tennis courts – property which is owned by the National Park Service.

Moreover, the revised plans presented to the ANC on February 21, 2017 lacked specifics about the height and design of the garage. With these last minute changes to a third huge structure on the police station lot, I have absolutely no confidence that the structure as anticipated will meet community needs, or even the needs of the homeless it is intended to serve.

13. In response to concerns about occupying the tennis courts and uprooting community gardens, there was a threat to bypass a temporary lot by having the police department commandeer scores of local street parking spots. Frankly, with street parking scarce (our guests often find it impossible to park near our home in the 3200 block of Idaho) removing 60-70 street parking spots would greatly diminish the quality of our neighborhood.

14. When I initially reviewed the site plans, the City was proposing that a dumpster be located behind the proposed children's play area. I understand from the ANC meeting on February 21 that the City has again altered its plans, proposing to relocate the play area and dumpsters. From the limited drawings available, it is utterly unclear to me and other neighbors whether the size of the dumpsters will be adequate for a property housing more than 200 people and staff and whether garbage trucks can adequately navigate the corridor between the street and the dumpsters and properly dispose of the trash. We have had "oral assurances," but have yet to see a single, responsible study demonstrating how the refuse of this huge building will be managed to prevent rat, rodent, deer, vermin and other infestation. With a significant existing rodent problem in the neighborhood, this is a major concern. The health and safety in this neighborhood should be a paramount concern for the BZA as it evaluates the City's proposal. Certainly, a shelter that did not require these special exceptions and variances would be much more capable of meeting the requirements for the community and the homeless.

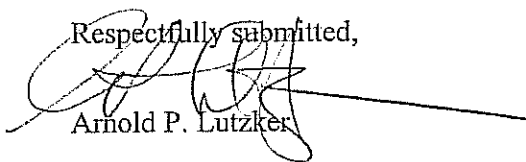
15. The plans also require a special exception for the absence of a loading dock. While the City's proposal suggests a loading dock is not needed, the absence of a loading/unloading dock is of great concern to me and my neighbors. We can reasonably expect that a "temporary shelter," designed for 180 or more persons constantly moving in and out in three-month intervals, will need special parking and loading/unloading facilities. The absence of a properly-sized loading dock will certainly push more of that activity onto the street, creating traffic congestion and hazardous conditions in the immediate and neighboring areas. Certainly, with the police sharing the driveway in and out of the garage, the site does not allow for moving trucks, twice or thrice daily food deliveries, and sundry other vehicles needing access to drop off and pick up. It is one thing to suggest that loading space is not needed for a private home; it is another thing entirely to suggest that a loading dock is superfluous for a huge apartment building with hundreds of residents and staff.

16. There is one final point I would like to add. As noted, I am an organizer of Neighbors for Responsive Government. I am a plaintiff in the litigation that challenged the City Council and the Mayor's right to ignore the notice requirement of the ANC Act. I attended the oral argument before Judge Di Toro and reviewed her decision. One of the critical points made by the City's attorneys seeking dismissal of the case, and upon which the Judge based her decision, was the argument that NRG had not exhausted its remedies, because the City Council's legislative selection of the Idaho Avenue site was only "preliminary." The City's lawyers argued successfully that the site was not mandated, because the BZA had to act on the site selection, and NRG and its members would therefore have a full and fair opportunity for a public hearing on the merits.

17. Despite this argument, which the Court adopted, when I attended the ANC meeting on February 21, I asked counsel for DGS what serious alternative site selection was undertaken and where could one see those assessments. While the counsel said (without backing it up) that other sites were “extensively considered,” the DHS representative right next to her suggested otherwise. There was no alternative considered because this was the site chosen by the Council. ANC Commissioner Jessica Wasserman stated simply that the site was “legislated” by the City Council.

18. I would submit that, to the extent the NRG suit was dismissed in material part because the City claimed the Idaho Avenue site was “preliminary,” the City cannot be allowed to argue before the BZA that the site is legislatively mandated and no alternative can be considered. Given the huge cost just to address the parking issue for police vehicles, the public good requires consideration of alternatives. Responsible management of the City’s budget needs dictates no less. With costs projected at \$600,000 per family unit (units incidentally with many shared hall bathrooms and no kitchen facilities), it is irresponsible to rubber stamp a bad plan.

Respectfully submitted,



Arnold P. Lutzker

**BEFORE THE BOARD OF ZONING ADJUSTMENT
FOR THE DISTRICT OF COLUMBIA**

In Re Application Of:

**D.C. Department of General Services
Ward 3 Homeless Shelter project
3320 Idaho Avenue, NW**

BZA Case No, 19450

TESTIMONY OF NORA STAVROPOULOS

I am making this statement in opposition to the proposal for the homeless shelter to be constructed at 3320 Idaho Avenue NW.

My husband George and I, currently reside at 3124 38th Street NW in the Cathedral Heights neighborhood. We have lived at this address for over 11 years. My husband is an architect and I am a real estate agent. We are familiar with the real estate market in Washington DC. We have purchased and developed a number of homes in the area. We choose to live in this area because we love the neighborhood and because our children also live in this neighborhood.

We also own the property directly adjacent to the police station at 3310 Idaho Avenue NW. We had purchased the house in June 2014 with the idea of actually renovating, expanding and moving into the home when we were ready. In the beginning we leased the house to students to generate an income as we are also caring for my 90 years old mother who has mobility problems. Early last year, 2016, we made the decision not to extend the lease another year but to finish the plans for 3310 Idaho to become our principal residence and add an elevator, expand and renovate to a high standard. My husband, at 80 years of age, is an architect with A.I.A. and has completed countless renovations, expansions and won awards in the District of Columbia.

He had just completed the plans when we heard through our neighbor of the meeting to discuss the homeless shelter last spring. This came as a complete surprise to us. With this news and seeing the speed with which the city has pushed this plan through with almost no prior consultation with the neighborhood or the ANC, we were horrified and worried and decided to delay the beginning of construction to see what the outcome would be.

Thus we made the decision to lease the house on Idaho for one more year to students.

- We are very much concerned that the designed building will be just a few feet from our proposed new home with older people living there (which the three of us had intended to be). The height and the open stairway lights of this 6 story building will loom over our property causing a hardship for our own privacy and enjoyment of our home.
- We are concerned that the playground will be located close to our property and will not allow us to enjoy our outdoor space – it is different if it is a family but this will be a large group of children at all hours every day. We realize that the latest plans call for situating the playground to the back from the side but it will still certainly be within earshot. In addition, the rooms of the shelter are very small which will tend to encourage people to leave their tiny bedrooms to go to the playground or to lounge outside. Foot traffic will be another problem.
- The architects' rendering showing greenery and trees will take many years to mature and provide a buffer.
- The traffic going in and out right next to our home with so many people including staff - close to 200 (I have learned), will make it difficult for our egress to the street, particularly should we have an emergency. This is compounded for plans for police parking in a multi level parking structure for over 200 cars all using a common entrance to the shelter
- The trash will pile up with only 3 trash pickups per week (for 200 people who receive 3 meals a day!!!) and consequently we will have vermin. The city already has a problem dealing with this issue and this will only aggravate the situation and will inevitably transfer to our land.
- Crime is another matter of great concern because no matter how much the city believes that this will be controlled and there will be no crime because it will be families living in the building, I believe that when people are having difficulties and are under great stress the increases in crime are likely. In addition, some of the single mothers living in the shelter will be recovering from abusive relationships which may result in outsiders to the shelter coming to cause trouble. At this stage of our lives safety is an important concern.

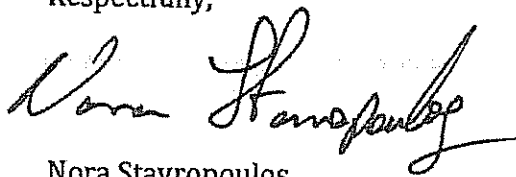
With the proposed shelter, we are somewhat in limbo. We would like to do the work on the house and improve the street and this wonderful neighborhood and we hope you will allow us to still do so. We also are concerned about the impact of property values if this project is completed. Based on our long experience in real estate in the Washington area, we believe that the value of our investment will decrease and it is too late for us now to use our funds differently. This was a way for us to sell our present home and have enough to live on for our retirement. How many people do you know who would want to buy a house adjacent to a six story structure crammed with 200 occupants in tiny rooms, even if it were not a homeless shelter?

I have heard others cite the public good of helping the homeless. That is a fair point and we are not against the placement of a family homeless shelter in Ward 3.

However, zoning also represents a public good. There are certainly other neighborhoods in Washington DC that could accommodate a shelter of this type without the necessity of such major variances and the special exceptions sought in this instance. Sadly, we do not know the answer to that question because it is apparent that the City never engaged in a systematic search to see what other opportunities existed for land "owned or acquired" by the City.

We thank you for taking the time to read this statement and we hope you will be as thorough with this project investigation as I know you have been in the past when my husband has had to come to you in a professional capacity.

Respectfully,

A handwritten signature in black ink, appearing to read "Nora Stavropoulos". The signature is fluid and cursive, with a long horizontal stroke at the end.

Nora Stavropoulos
3124 38th Street NW
February 25, 2017

**BEFORE THE BOARD OF ZONING ADJUSTMENT
FOR THE DISTRICT OF COLUMBIA**

In Re Application Of: :
 :
D.C. Department of General Services : **BZA Case Number 19450**
Ward 3 Homeless Shelter Project :
3320 Idaho Avenue, NW :

TESTIMONY OF YVONNE THAYER

My name is Yvonne Thayer. I own and have lived at 3308 Idaho Ave for 33 years, raised my family, and pay taxes here. My home is one house, several dozen feet, away from the proposed shelter building at 3320 Idaho Avenue NW.

I bought a home on residentially-zoned Idaho Avenue, trusting the City to honor its own zoning laws protecting my home, privacy, and well-being. Not long ago, zoning exceptions forced onto our short street imposed a huge Giant store loading dock across from my home, widened the street, destroyed all old growth trees on the east side, and mandated a new two-way traffic pattern that has brought unsightly, damaging noise, 18-wheeler trucks, traffic, congestion, danger, and stress to our residential street. It was entirely unnecessary, all three other surrounding streets were already zoned commercial, and earlier plans did not rip Idaho Avenue apart. We endured many years of heavy construction chaos. We still suffer grotesque rat infestation. My house foundation is affected, the sewer lines are compromised and subject to clogging. This is daily living. This is a fact. I live here.

The proposed six-story, 72 foot building (not counting the additional penthouse for mechanics and generators on top) will jut up over twice the height of my home and the surrounding properties on our residentially-zoned street. It will tower directly over my home, yard and deck, as well as that of my neighbors and the police station, destroying our privacy, quiet, light, and sight lines. People living in the building will be able to look *directly down onto my yard and deck, and directly into my home and bedroom windows*. The security lighting will destroy my peace and privacy. The noise of some 200 people will invade my home and life. The fact that the City is seeking half a dozen zoning exceptions and variances shows the building is too big, too tall, and incompatible with both the site and the neighborhood.

Questioned at the January 31 ANC meeting, the architect apologized for his firm's false rendition of the proposed building that air brushes out our adjacent homes and invents tree cover towering over the 72 foot building. Those duplicitous drawings are still part of the record submitted to BZA. Later sketches are rendered from a high and misleading angle, continuing to provide a false impression of the building's adverse visual and physical impact, and its complete lack of harmony with the neighborhood.

The architect's admission at that ANC meeting that his guidance was to accommodate and not disturb the "police station" and "gardens," demonstrates he was instructed to ignore the R-1 residential zoning of the site and any adverse impact on the neighborhood's single-family "low density" private homes. In my opinion, this admission from the City's own architect demonstrates intent to politically cherry pick winners and losers, over objective consideration of merits and costs of the Idaho or any other site.

As it did over the Giant project, the City cavalierly dismisses our concerns. Persons living many blocks and farther away spew criticism and accusations. But real people actually live on Idaho Avenue. Piling 200 more people—100 children—in a tall building mere steps from my front door, decent people living their lives, going in and out through day and night; playing outside, wherever the playground is put; smoking, congregating, driving; having meals delivered, trash barrels, and dozens of staff rotations; having friends and relatives and service providers visit; having security systems and lighting. Facts of life. But who can pretend that it won't impact those of us who live in homes a few meters away. It is completely inconsistent with the single-family residential zone plan of my neighborhood. It substantially impairs the intent, purpose, and integrity of that zone plan.

Rodent infestation is a huge concern. We already suffer rats and trash from the Giant construction and loading dock, Building two huge additional structures—a shelter and three story parking ramp--will compound the rodent and trash problem during construction and afterwards. Delivering packaged meals multiple times a day to 200 people will create another trash and rodent nightmare directly next to my home.

I am told that the City now claims it will not be destroying any more old-growth trees on the property, but will remove a number of "small" ones, whatever that means. Bozzutto too promised it would install landscaping and screening trees to ameliorate construction and loading dock ugliness. Take a look: anyone can see the number of stunted and dead trees and tree stumps left desecrating that property. The few current decades-old trees between my property and the police lot are maybe 30-40 feet high, not HALF the height of the proposed building. Even left in place, the existing trees do not provide sufficient screening or privacy. With the architectural drawings falsely showing magical 60-80' trees flanking the shelter in a fake park-like setting, the City has provided NO credible plan to protect home-owners on a residentially-zoned street. Destruction of *any* of the existing trees will irrevocably and substantially impair my property, privacy and the neighborhood.

I am aghast and outraged that the Council voted to move the proposed shelter from the Mayor's selected vacant lot to the police parking lot and that it voted to enlarge it from 38 to 50 units/families, without alerting or consulting with ANY of us who live on the affected street, and without exploring other alternative sites, or even consider a smaller building on this site. The city's claim that the shelter must be built on the parking lot for cost-saving reasons is patently false. Previous estimates of \$12.5 to \$14 million for the shelter on purportedly "free"

DC land have ballooned into more than double the cost, including to build a hugely expensive, hideous and disruptive three-story parking ramp and the many other problems related to the site. That fact alone is sufficient to demonstrate that the City has failed to demonstrate that there are not reasonable alternative sites for this project.

When asked by the Council to assess proposed sites, then-DGS Director Christopher Weaver wrote an April 29 letter saying the police lot site is “unsuitable” for shelter purposes. The constantly and dramatically increasing costs-- including also significant ground water issues, three-story parking garage and “temporary” parking during construction – demonstrate that DGS’ initial evaluation was correct. Do not compound these failures.

Please refuse to grant the variances and exceptions requested by the City.

Yvonne Thayer
3308 Idaho Ave NW
February 24, 2017