

## **Exhibit E - Community Agreement-Construction Management Agreement**

### **Community Agreement and Construction Management Agreement between Mendomas LLC and ANC 4B**

This CONSTRUCTION MANAGEMENT AGREEMENT (this “**Agreement**”) is made as this \_\_\_\_ day of \_\_\_\_\_ 2024 by and between Mendomas LLC (hereinafter referred to as “**Estrellitas**”), and Advisory Neighborhood Commission 4B (“**ANC 4B**”) (hereinafter collectively referred to as the “**Parties**”).

#### **RECITALS:**

**Recital No. 1.** Mendomas LLC is the owner of the property located at 245 Peabody Street, NW, Washington DC 20011 (Square 3338, Lot 811) (the “**Subject Property**”), and the property is currently improved with an existing building (the “**Subject Building**”) formerly used as a church with a Certificate of Occupancy for 144 occupants.

**Recital No. 2.** Mendomas LLC is proposing to use the Subject Building as a Child Development Center with the name Estrellitas Montessori (the “**Project**”), requiring special exception relief from the Board of Zoning Adjustment (“**BZA**”). The Applicant is also proposing an addition to the Subject Building; however, the addition and all other aspects of the project, including parking, meet the development standards of the R1-B zone in which the Property is located. The Applicant is pursuing this relief via an Application for special exception in BZA Case No. 21101.

**Recital No. 3.** The Subject Property is located in ANC 4B and the Estrellitas seeks a resolution in support from the ANC. The Applicant has met with the community and coordinated with OP, DDOT, and the SMD and ANC to develop proposed conditions to the order, as well as other conditions it will abide by which are detailed herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

**Construction Activity:**

1. Construction Activity. **Estrellitas** shall use its best efforts to ensure that all its contractors and subcontractors will comply with all applicable District of Columbia Municipal Regulations applicable to hours of work, noise, dirt, trash, and public health and safety.
2. Permits. **Estrellitas** will secure all permits required to complete the Project, including all storm water management permits and tree removal permits. All plans and permits will be on-site as required under the DC Construction Code.
3. Protection of Adjacent Properties. **Estrellitas** is responsible for adhering to all IBC codes referring to protection of adjoining property, specifically, but not limited to, Chapter 33 Section 3307.1, and for any damage to the Adjacent Property caused by the construction of the Project.
4. Cleanliness, Environment, Dust and Debris. **Estrellitas** will remove rubbish and construction debris continuously during the construction period during the normal construction. In addition, Applicant or a representative on behalf of the applicant will monitor the construction site daily to ensure cleanliness. Dust and debris will be removed from the Subject Property on an as needed basis.
5. Contractors and Subcontractors. **Estrellitas** will require that all contractors and subcontractors be contractually required to follow the terms of, and comply with, the policies set forth in the CMA.

6. Hours of Construction: **Estrellitas** agrees to conduct all construction operations on the Property from Monday through Friday from 7:00 a.m. until 7:00 p.m., and Saturday from 8:00 a.m. until 5:00 p.m.
7. Communication during Construction. **Estrellitas** will provide to **ANC 4B** the cell phone number and email of the project manager for the Project. **ANC 4B** may call this number during business hours, 7:00 am until 7:00 pm seven days a week, to notify the project manager of any issues or concerns with the Project. **Estrellitas** will cause the project manager or others to address any such issues promptly.

### **School Operations:**

8. Enrollment: Estrellitas shall enroll no more than 82 children, ages 6 months to 5 years old.
9. Staff: Estrellitas staff shall be limited to no more than 20 staff.
10. Hours of operation. The hours of operation shall be limited to 7:00 am to 6:00pm per day, Monday through Friday.
11. Trash Collection. The Applicant shall provide commercial trash and garbage collection and garbage shall be collected once a week initially, with the option to add a second day.
12. Pest control. The Applicant shall undertake pest control on a quarterly basis.
1. Alley Use: The alley parking spaces are exclusively for use by the staff and not by families enrolled in the CDC. The Applicant shall prohibit families from dropping off or picking up in the alley and will enforce this through penalties. The penalties will include one warning and then possible expulsion from the CDC for breaking this rule. This will be explicitly listed in its handbook and the parents, guardian or designated adult will be required to read and sign that they understand the handbook policies, including the pick-

up and drop-off policies, that they will adhere to said policies and understand the consequences of said policies.

13. Outdoor Play Area. Outdoor playtime shall be staggered so that all of the children are not on the play area at one time.

14. Children in the Neighborhood. Visits around the neighborhood and/or to any parks will be staggered so that there are a limited number of children being escorted through the neighborhood at one time.

15. Communication for School Operations: **Estrellitas** will provide to **ANC 4B** the cell phone number and email of Maria Cristina Encinas, Director of Operations, to the SMD for 4B07 and Chairperson for **ANC 4B**. The SMD, or neighbors, may call this number 7:00 am until 7:00 pm, Monday through Friday to notify **Estrellitas** of any issues or concerns with the school. **Estrellitas** will address any such issues promptly. **Estrellitas** agrees to also provide a designated form and box for neighbor comments exterior to the Building. **Estrellitas** will review the forms daily.

16. Amendment. Modifications, waivers and consents regarding this Agreement shall only be binding if in writing and signed by the party against whom such modification, waiver or consent is sought to be enforced.

17. Notices. All notices and other communications hereunder shall be in writing and either personally delivered (which will be deemed given upon delivery or upon the first refusal to accept delivery) or mailed by certified mail, or e-mailed to:

If to **Estrellitas**:

Maria Cristina Encinas, director of operations  
[cristina@estrellitasdc.com](mailto:cristina@estrellitasdc.com)

If to **ANC 4B**:

Michael Cohen, or current SMD  
[4B07@anc.dc.gov](mailto:4B07@anc.dc.gov)

Chairperson Allison Brooks, or current Chairperson  
[4B08@anc.dc.gov](mailto:4B08@anc.dc.gov), [ANC4b@anc.dc.gov](mailto:ANC4b@anc.dc.gov)

The parties to this Agreement shall be responsible for notifying each other of any change of address or change in the persons to be notified.

18. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and no party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements, or representations are expressly and specifically set forth herein.
19. Counterparts. This Agreement may be executed simultaneously in any number of counterparts by original or facsimile signature, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
20. Binding on Successors and Assigns. This Agreement shall be binding upon the successors in interest to **Estrellitas** and **ANC 4B**.

[SIGNATURES ON FOLLOWING PAGE]

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

**Mendomas LLC/Estrellitas**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ANC 4B**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_