

Community Benefit Agreement between ANC 4C and Wingstop at 3831 Georgia Ave NW

1) Definitions and Terms

- a) This Community Benefit Agreement between ANC 4C and Wingstop shall be known within this document as “this Agreement”.
- b) 3831 Georgia Ave NW shall be known within this document as the “Property”.
- c) The owners of this Wingstop franchise, including any new owners in the future, shall be known within this document as the “Applicant”.
- d) Advisory Neighborhood Commission 4C shall be known within this document as “ANC 4C”.
- e) Any person who labors at the Property and is identified with the Applicant or the Applicant’s business (by wearing Applicant-branded apparel during their work for example) shall be known within this document as a “Worker”. This term covers persons employed directly by the Applicant and persons contracted.

2) Purpose and Intent

- a) The purpose of this Agreement is to help ensure that the conditions in Subtitles G and H regarding the NMU-7B/GA zone are met by the Applicant.
- b) This Agreement is motivated by the following sections of the Zoning Regulations:
 - a. Subtitle G § 101.3 (a), “Provide for the orderly development and use of land and structures in the MU zones, characterized by a mixture of land uses”;

- b. Subtitle G § 101.3 (b), “Provide for a varied mix of residential, employment, retail, service, and other related uses at appropriate densities and scale throughout the city”;
- c. Subtitle G § 101.3 (d), “Encourage safe and efficient conditions for pedestrian and motor vehicle movement”;
- d. Subtitle G § 101.3 (g), “Ensure that buildings and developments around fixed rail stations, transit hubs, and streetcar lines are oriented to support active use of public transportation and safety of public spaces”;
- e. Subtitle H § 101.2 (a), “Provide for a varied mix of residential, employment, retail, service, and other related uses in the area”;
- f. Subtitle H § 101.2 (b), “Encourage safe and efficient conditions for pedestrian and motor vehicle movement”;
- g. Subtitle H § 101.2 (c), “Preserve and enhance neighborhood shopping areas, by providing the scale of development and range of uses that are appropriate for neighborhood shopping and services”;
- h. Subtitle H § 101.2 (e), “Encourage retention and establishment of a variety of retail, entertainment, and personal service establishments, predominantly in a continuous pattern at ground level, to meet the needs of the surrounding area’s residents, workers, and visitors”;
- i. Subtitle H § 101.2 (f), “Encourage a scale of development, a mixture of building uses, and other attributes, such as safe and efficient conditions for pedestrian and vehicular movement”;
- j. Subtitle H § 800.1 (c), “Encourage additional residential uses along the Georgia Avenue corridor”;
- k. Subtitle H § 800.1 (g), “Encourage vertically mixed-uses (ground floor commercial and residential above) within a quarter mile of the Georgia Avenue - Petworth Metrorail Station along Georgia Avenue, from Park Road to Shepherd Street”; and
- l. Subtitle H § 800.3, “The NMU-7B/GA zone is intended to permit mixed-use development at a medium density with a focus on employment, including additional residential uses above commercial uses”.

c) This Agreement is intended to:

- a. Prevent an increase in the rodent population of the area;
- b. Prevent a negative impact on pedestrian and vehicle safety and efficiency;
- c. Prevent disruption to the operation and use of public transportation;
- d. Encourage continued and new residential uses in the area;
- e. Preserve the neighborhood shopping area between the Georgia Ave-Petworth Metro Station and Upshur St NW; and
- f. Support employment at a living wage in the area.

3) Traffic Safety

- a) ANC 4C and the Applicant agree to work together on any issues of traffic congestion and safety at and near the intersection of Georgia Ave NW and Randolph St NW.
- b) *The Applicant shall neither accept deliveries from nor serve to any persons whose vehicle is stopped in an active travel lane of Georgia Ave NW.*
 - i) *To this purpose, the Applicant shall ensure their Workers are able to see the area of Georgia Ave NW in front of the Property, either through windows or a live camera.*
 - ii) **Note from Mike:** *My intent with this was not to hold the business accountable for every possible instance of this happening, but to prevent a pattern from developing.*
- c) ANC 4C shall advocate to and work with DDOT, and any other relevant parts of the DC Government, in regard to establishing designated parking for 2-wheel vehicles such as mopeds and bicycles on or near the southeast corner of the intersection of Georgia Ave NW and Randolph St NW.

4) Neighborly Considerations

- a) The Applicant shall ensure that sounds from inside their business do not exceed 55 decibels inside any nearby residences when the relevant doors are closed.
- b) The Applicant shall ensure that no lights under their control increase the illuminance on any part of others' windows by more than 75 lux.

5) Community Investments

- a) The Applicant shall ensure all their Workers are paid no less than DC's minimum wage for adult, non-tipped employees, or its equivalent for Workers not paid by the hour, for each hour they work.
 - i) Tips and bonuses received by Workers shall not count towards satisfying this requirement.
- b) *Beginning in their 2nd fiscal year, the Applicant shall ensure all their Workers have their wages adjusted at least one time each fiscal year to account for changes in the cost of living.*
 - i) *The amount of this adjustment shall be a percentage based on each Worker's current wages, shall never be less than 0%, and shall be equal to or greater than the change in the Consumer Price Index for the Washington metro area for the period of the Applicant's previous fiscal year.*
 - ii) **Note from Mike:** *I missed this one on the call, but I would be willing to trade it for agreement on part c just below.*
- c) Beginning in their 2nd fiscal year, the Applicant shall support the local community through charitable donation.
 - i) The donation(s) within a fiscal year shall total at least 5 percent of the Applicant's gross revenue from their previous fiscal year.
 - ii) The donation(s) shall be given to Ward 4 Mutual Aid.
 - iii) If Ward 4 Mutual Aid is not able or willing to receive the donation(s), DC Central Kitchen shall be the fallback recipient.

6) Reporting

- a) Within 15 business days of the end of each of the Applicant's fiscal year, the Applicant shall transmit to ANC 4C a report that details:
 - i) the cost-of-living adjustments made for each worker during that fiscal year,
 - ii) the Applicant's gross revenue for that fiscal year, and
 - iii) the receipts for all charitable donations required under this Agreement for that fiscal year.

7) Enforcement

- a) The Board of Zoning Adjustment is encouraged to incorporate this Agreement, or any of its parts, into their order for the Applicant as a covenant under 11-Y DCMR § 303.2.
- b) Residents of ANC 4C, including Commissioners, shall have standing to sue for enforcement of this Agreement.
- c) The Applicant's Workers shall have standing to sue for enforcement of this Agreement.

8) Severability

- a) If any part of this Agreement is found to be invalid, the remainder of this Agreement shall be severable and remain in effect.

9) Amendment

- a) This Agreement may be amended, voided, or replaced with both the written consent of the Applicant and a majority vote of ANC 4C.
- b) If ANC districts are redrawn such that the Property is no longer in ANC 4C, the Property's new ANC shall be eligible to become a party to this Agreement and replace any instances of "ANC 4C" with themselves.