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(1920 - 1996)
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June 8, 2004

VIA FACSIMILE (w/out encls.) AND U.S. MAIL (w/encls.)

Carol Mitten
Chairperson
D.C. Zoning Commission
441 4th Street, N.W.
Room 210
Washington, DC 20001

Re: Zoning Commission Case No. 02-26: The George Washington University Lerner Health and Wellness Center

Dear Chairperson Mitten and Members of the Commission:

On behalf of Dr. Donald W. Kreuzer, D.M.D., we submit the attached letter from Dr. Kreuzer for the Commission's consideration. Dr. Kreuzer has forwarded a signed version via U.S. Mail.

Dr. Kreuzer owns three properties at 600, 602 and 604 23rd Street, N.W., less than a block away from the Health & Wellness Center. Dr. Kreuzer resides in 600 23rd Street and witnesses the continuing effect of the GW's dormitory construction on Square 43, which is adjacent to the Health and Wellness Center and the now-occupied "affinity housing" or Fraternity Row directly across the street.

Dr. Kreuzer contests the validity of this entire proceeding on the grounds that he has not received notice by mail pursuant to 11 DCMR 3015.3(a), which requires the Commission to send notice to all property owners within 200 feet of the "property at issue." Dr. Kreuzer's property is 244 feet from the Health

ZONING COMMISSION
District of Columbia
Case 02-26
Exhibit 92

ZONING COMMISSION
District of Columbia
CASE NO.02-26
EXHIBIT NO.92

and Wellness Center. However, GW owns all of the intervening property between his property and the Health and Wellness Center. As such, the "property at issue" is the GW owned property within its designated Campus Boundary. Moreover, the property GW owns between the Health and Wellness Center and Dr. Kreuzer's property is the new Ivory Tower dormitory. This building will house 729 of the students whose use of the Health and Wellness Center is at issue in this proceeding. Consequently, Dr. Kreuzer contends that he was denied the opportunity to contest GW's submission.

That Dr. Kreuzer should have been given notice of the proceeding is evidenced by the Commission's own actions when it heard testimony on May 13, 2004. At that hearing, the Commission was prompted to request GW to comment on the combined neighborhood effect of the new residence hall at 616 23rd Street and the Health and Wellness Center.

Dr. Kreuzer has personally experienced drastic negative changes to his living conditions and those of other residents directly affected by the Square 43 dormitory, which towers in the airspace over the north wall of his townhome. Dr. Kreuzer has also experienced first-hand the effect of the several hundred students that occupy Fraternity Row. As he awaits the 729 students slated to occupy the Square 43 dormitory in August of this year, it is essential that his experiences and concerns are heard to prevent this from becoming a lopsided proceeding resting only on GW's testimony about the dormitory's effect.

In this regard, the Commission would benefit from the wisdom of an expert in university policing whom Dr. Kreuzer has retained in his litigation against GW. Susan Riseling, Chief of Police for the University of Wisconsin, testified to the likelihood of criminal conduct that will occur as a result of grouping roughly one thousand young adults between the ages of 18 and 21 into residences in a confined area around Dr. Kreuzer. Ms. Riseling also testified about the increased noise levels and the inadequacy of GW's law enforcement to protect local residents from student misconduct. Selected portions of her sworn testimony are attached.

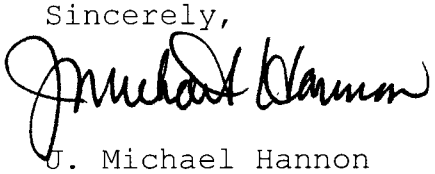
The Commission should also be aware that this proceeding has been initiated by GW, in part, to pay off the owners of The Remington Condominium for not opposing GW's construction of the Ivory Tower in Square 43. In connection with that construction, GW negotiated an agreement with The Remington under which it would receive upwards of $300,000 in cash and benefits in

exchange for cooperating with the dormitory construction. Also part of that package was a promise to seek permission from this Commission for its members to use the Health and Wellness Center. A copy of that agreement is also attached with this letter.

Dr. Kreuzer seeks party status for the purpose of presenting these and other arguments, and requests that the Commission reissue notice to all property owners within 200 feet of the GW Campus Plan boundary.

Thank you for your courtesies.

Sincerely,



J. Michael Hannon

Encls.
cc: Jerrily Kress
Jerry Moore
ANC-2A

Carol J Mitten, Chair
Zoning Commission for the
District of Columbia
441 – Fourth Street, NW
Suite 220 South
Washington, DC 20004

Re: Zoning Commission Case No. 02-26: The GWU
Lerner Health and Wellness Center

Dear Ms. Mitten and Members of the Commission:

I am the owner and occupant of the closest single family home to the Health and Wellness Center (Gymnasium). I am located on Square 43 which is directly across from the entrance to the gymnasium. It is the only single family resident remaining on the square dominated by the large yet to be occupied dormitory to house 728 students and across the street from Town House Row which is better described as Greek Row (fraternity and sorority row) housing 200 students. This influx of students into a once residential Square has had and will have a negative impact on the community and my property. This combined with the increase of students into Columbia Plaza has irreversibly changed the neighborhood.

All of these buildings empty onto 23rd Street which is a main thoroughfare for the Foggy Bottom Metro, the Lincoln Memorial, the Kennedy Center, The State Department, The Memorial Bridge, and the George Washington University Hospital. This increase in traffic by shunting the student residences to the fringes of the campus creates a burden on the neighborhood and this already busy corridor. My personal experience reflects the fact that there has been an increase in noise, increase in traffic, loss of parking, damage to personal property, illegal trespassing, increase in trash, breaking and entering, students relieving themselves in and around the property, and an increase in rodent activity.

Mr. Jerry Moore and other GW agents have testified that planting 728 students one block from the Health and Wellness Center "will not create any impact on traffic, parking or noise in the neighborhood." These persons do not live here and experience what I already have from the influx of students. I do live here and I implore you not to change the conditions regarding the GWU gymnasium (Health and Wellness Center).

Remember Application No. 16276 and the Order dated Mar 31, 1998 attested by Madeliene H. Dobbins, Director of the DC Board of Zoning Adjustment. The Board Orders that the application for the approval of the construction of the Health and Wellness Center was granted subject to the following two conditions:

1. **Use of the facility shall be limited to the students, faculty and staff of the Foggy Bottom campus only.**
2. **Operation of the facility shall end at 10:00 pm, Monday through Saturday and at 8:00 pm on Sunday.**

There were no "expiration dates" for these conditions or the Board's Order. The University's challenge to the very conditions that it agreed to is further testament to GW's systematic piecemeal approach to breaking down the zoning requirements in order to continue construction at the rapid rate that has crippled Foggy Bottom. Requiring GW to negotiate specific terms and conditions for construction and then permitting it to do an end-run around these requirements makes a mockery of the entire zoning process.

Your obligation is to enforce your Order and the carefully and specifically drafted conditions therein. Permitting anything less sets a strong precedent for applicants who will promise anything to gain Board approval knowing full well that such conditions can easily be changed following completion of the project. The facts that required the conditions have not changed and the applicant is required by D.C. law to comply with these provisions.

Sincerely yours,

Donald W. Kreuzer DMD

cc. Dorothy Miller
Ellie Becker

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made as of this 31 day of July, 2002 by and among **THE GEORGE WASHINGTON UNIVERSITY**, a federally chartered institution of higher education operating in the District of Columbia ("GWU"), and **REMINGTON CONDOMINIUM ASSOCIATION, INC.**, a District of Columbia non-stock corporation ("Remington Condo") and **REMINGTON, INC.**, a District of Columbia corporation ("Remington, Inc., together with Remington Condo, unless separately identified, known as "Remington").

RECITALS

A. GWU is the owner of certain real property and the improvements thereon in the District of Columbia known as Lot 26 in Square 43 and more particularly described in Exhibit A (the "Property").

B. GWU intends to develop the Property for the use and development of a 700 student residential facility for the George Washington University (the "Facility").

C. Remington Condo, Remington, Inc. and certain other owners of condominium units in the Remington building are the record owners of Lot 25 in Square 43 which is adjacent to the Property (the "Adjoining Property") consisting of a parking lot containing seventeen (17) parking spaces and related driveways and loading areas (the "Remington Parking Lot") and a nine (9) story building containing fifty-two (52) condominium units and related common areas (the "Remington Building").

D. Remington, Inc. operates a short term housing business in the Remington Building using a portion of the condominium units.

E. GWU has submitted plans for the development of the Property and construction of the Facility thereon (the "Plans") to the Zoning Commission, which approved the Plans by Orders dated April 3, 2002 and May 24, 2002 ("ZC Orders"). Consistent with the Plans, GWU has prepared and delivered to Remington plans and specifications for the underpinning, sheeting and shoring work (the "Sheeting and Shoring Plans"), which Sheeting and Shoring Plans are attached as Exhibit B.

F. GWU's construction of the Facility will result in the removal of two existing retaining walls located on the Adjoining Property and regrading portions of the Property adjacent to the Remington Parking Lot and a portion of the Remington Building. GWU intends to place tie-backs for use during construction in mutually agreed locations under the existing south wall of the Remington Parking Lot (the "Tie-Backs") and to use a portion of the Remington Parking Lot consisting of fifteen (15) parking spaces and related driveways as outlined on Exhibit C as a staging area during construction of the Facility (the "Staging Area").

EXHIBIT
188

G. GWU and Remington recognize the importance and necessity of working together closely to provide for the protection of the Adjoining Property and to address inconveniences that may affect Remington.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, as further described herein, the mutual receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Property shall be held, transferred, sold, conveyed, and/or occupied subject to the provisions and restrictions identified hereafter.

2. The Facility will be built in substantial compliance with the Plans approved by the ZC Orders and the Sheeting and Shoring Plans. If GWU desires to make any changes in the Plans that affect portions of the Facility visible from the Adjoining Property or that would otherwise affect residents of the Remington Building, GWU shall consult in advance of making any changes and shall cooperate in good faith with Remington to accommodate Remington's reasonable requests.

3. GWU has delivered the Sheeting and Shoring Plans to Remington's designated agent for review. Remington has approved the Sheeting and Shoring Plans, subject to the comments and questions of Remington's representative, which comments and questions are set forth in a letter also attached hereto at Exhibit B ("Remington's Sheeting and Shoring Comments"). GWU shall cooperate in good faith with Remington to address and resolve Remington's Sheeting and Shoring Comments. If GWU desires to make any changes to the Sheeting and Shoring Plans, it will consult in advance of making said changes and shall cooperate in good faith with Remington to accommodate Remington's reasonable requests.

4. In advance of commencing any construction activities on the Property or the Adjoining Property, GWU shall cause the Remington Building and those other portions of the Adjoining Property that may be affected by GWU's construction activities to be thoroughly surveyed by an independent consultant who has no connection with GWU's general contractor. The survey will include the photographing, videotaping or recording via survey of all underpinning walls, interior conditions and buildings to ascertain conditions prevailing before construction begins, a description of the steps necessary to protect the structures on the Adjoining Property from damage resulting from drilling and other construction activities on the Property, and a program reasonably acceptable to Remington to monitor the effects on the Adjoining Property of GWU's construction activities at the Property.

5. Subject to Paragraph 7 and Paragraph 8 hereof, Remington hereby grants permission to GWU and its contractors, sub-contractors, agents and employees, (i) following reasonable advance notice, to enter upon the Adjoining Property (but not inside the Remington Building) to perform all work necessary to preserve and prevent any damage to the Adjoining Property arising out of the excavation by GWU of the Property and the construction of the Facility thereon, (ii) at a mutually agreed time or times, to enter the Remington Building to photograph the interior conditions of the Remington Building in connection with the survey described in Paragraph 4 (with one copy of the interior and exterior photographs to be provided

to Remington prior to the work contemplated being initiated), (iii) to enter upon the Staging Area for the purpose of installing and/or constructing, using and maintaining in accordance with the terms of this Agreement, the Tie Backs required by GWU in connection with the construction of the Facility, all at the sole cost and expense of GWU, and (iv) to enter onto and use as a staging area the Staging Area. The foregoing rights shall automatically expire upon the issuance of a Certificate of Occupancy for the Facility.

6. The Tie-Backs installed required for support during construction will be "de-tensioned" after construction and will remain in place, but Remington may at any time thereafter remove the Tie-Backs at Remington's sole expense. After GWU no longer needs to use the Staging Area, but in no event later than the date a Certificate of Occupancy is issued for the Facility, GWU shall regrade, restore and repave the entire Remington Parking Lot (including the access driveway and two parking spaces adjacent to the Remington Building) and landscape the areas surrounding the Remington Parking Lot in accordance with a plan to be agreed upon prior to the start of construction of the Facility (other than excavation, sheeting and shoring). GWU shall provide such other pre- and post-construction services as provided in the term sheet, attached as Exhibit D (the "Term Sheet").

7. GWU agrees to perform all work on or about the Adjoining Property in a safe and workmanlike manner, in accordance with the standards of the trade, in full compliance with all applicable governmental laws and regulations, and in such a manner as to avoid interruption of any activities conducted by Remington or undue disturbance of Remington. GWU will obtain, at its sole cost and expense, all permits necessary in connection with the development of the Property and the construction of the Facility, including those required for the underpinning, sheeting and shoring work. Nothing herein is intended to nor shall be construed to be a waiver or limitation of any rights or protections afforded to GWU or Remington by Article 18 of the District of Columbia Building Code, as supplemented. (12 D.C.M.R. Article 18, et seq.), except as specifically inconsistent with any rights or protections provided herein. If necessary in connection with the issuance of any permit from any governmental agency in connection with the work described herein, Remington agrees to cooperate with and support any application for such permit; provided, however, that Remington shall incur no cost or liability in conjunction with such permit.

8. GWU shall indemnify and hold Remington harmless from and against any and all liability, loss, damage, cost or expense (including, but not limited to, reasonable attorneys' fees and costs), personal injury (including death), causes of action, suits, claims, demands or judgments resulting from or arising out of GWU's development of the Property and design and construction of the Facility, including, without limitation, the use of, and work performed on or about, the Adjoining Property pursuant to this Agreement. GWU shall promptly repair or replace, at its sole cost and expense, any damage to the Remington Building caused by GWU's development of the Property and design and construction of the Facility, including, without limitation, the use of, and work performed on or about, the Adjoining Property pursuant to this Agreement. If any person shall make a claim against Remington for any damage or injury arising out of GWU's development of the Property and design and construction of the Facility, including, without limitation, the use of, and work performed on or about, the Adjoining Property pursuant to this Agreement, then upon Remington's request, GWU, at its own expense,

will assume the defense thereof including any appeal, which may be brought on account thereof, and, with Remington's consent, will pay and discharge any settlement or final judgment after exhaustion of all legal remedies, including costs and reasonable attorneys' fees, in any such action. GWU and Remington agree that promptly after notice is given to a party hereunder of, or a party otherwise becomes aware of, the occurrence of any damages or injuries or any claim or demand made against GWU or Remington as to which Remington is entitled to assert a right of indemnity hereunder, such party shall promptly so notify the other in writing, but the failure to provide such notice shall not impair Remington's indemnification rights hereunder.

9. Without limiting the generality of the foregoing indemnification (except that such indemnification obligation shall be reduced to the extent of sums actually recovered by Remington through the insurance GWU is required to maintain hereunder) GWU shall maintain at all times liability and workers' compensation insurance covering its activities with respect to GWU's development of the Property and design and construction of the Facility, including, without limitation, the use of, and work performed on or about, the Adjoining Property pursuant to this Agreement with limits not less than $2,000,000.00 per occurrence and $20,000,000.00 aggregate for bodily injury and property damage; limits as required by District of Columbia law for workers' compensation and an employers' liability limit of $1,000,000 per accident, and $2,000,000 combined single limit for automobile liability for bodily injury and property damage. Remington Condo and Remington, Inc. shall each be named as additional insured on all such policies of the insurance. A certificate signed by a person authorized by the insurer to bind coverage on its behalf showing that the insurance is in effect shall be delivered to Remington Condo and Remington, Inc. prior to the commencement of any development or construction activities on the Property or the Adjoining Property. Such insurance shall be occurrences-based and shall be maintained in force for the benefit of GWU, Remington Condo and Remington, Inc. until construction of the Facility and all work required by this Agreement is complete, any cranes as contemplated by Paragraph 11 have been removed, and a Certificate of Occupancy for the Facility is issued by the District of Columbia.

10. GWU recognizes that Remington will be consulting with an independent engineer retained by Remington for the purpose of observing the excavation, underpinning and other excavation work contemplated by this Agreement. Remington's independent engineer anticipates observing the excavation on a biweekly basis during the period when excavation is being conducted adjacent to the Adjoining Property and on a monthly basis thereafter until the excavation is backfilled. Excessive or questionable movement of the excavation support system may require additional site visits. GWU agrees that Remington's independent engineer shall be entitled to all reports made by GWU or GWU's engineers. GWU agrees to pay for such costs as provided in the Term Sheet.

11. Remington hereby consents to the over swinging onto the Adjoining Property of the boom of one or more construction cranes during the course of construction of the Facility. This consent does not extend to the passage of any loads or materials carried by such cranes over any portion of the Adjoining Property other than the Staging Area, and no such load or materials may be so carried.

12. The additional terms and conditions as set forth in the attached Term Sheet are hereby incorporated herein by reference as if fully set forth herein. To the extent that there is any inconsistency between the terms of the Term Sheet and any provision of this Agreement, the terms of the Term Sheet shall prevail.

13. GWU shall comply with all applicable District of Columbia Government regulations and codes with respect to construction activities, protection of adjoining properties, and repair of any damage to adjoining property or public space.

14. Nothing in this Agreement shall be construed to replace, diminish, or limit in any way any rights or remedies, under common-law, statute or otherwise, of GWU, Remington, or their respective agents, assigns, contractors or subcontractors, that has arisen out any work described in this Agreement or any other events or occurrences. Remington's approval of GWU's plans in accordance with this Agreement and Remington's consents as set forth in this Agreement shall not (i) create any duties on the part of Remington to GWU, its contractors, sub-contractors, agents and employees or (ii) in any way affect the rights and obligations of the parties under any other portions of this Agreement. GWU, for itself and for each of its contractors, sub-contractors, agents and employees (collectively, the "GWU Parties"), agrees that the GWU Parties enter on the Remington Parking Lot at their sole risk.

15. The Agreement shall continue in full force and effect as an agreement among the parties, and shall be enforceable through judicial proceedings in law or equity commenced by any party to the Agreement. Any party who prevails before any agency or court proceeding to enforce the provisions of this Agreement is entitled to costs and reasonable attorneys' fees.

16. GWU will report to Remington and its independent engineer on the status of the development of the Property, the construction of the Facility, and the performance of the work required under this Agreement from the date GWU's development and construction activities commence at the Property and continuing thereafter until the Facility and all work required under this Agreement is fully completed and a Certificate of Occupancy is issued for the Facility. During the period commencing when GWU begins excavation activities at the Property and continuing thereafter until the excavation is backfilled, GWU shall provide informal reports to Remington's independent engineer on a weekly basis and formal reports to Remington and its independent engineer on a monthly basis. The informal reports may be limited to copies of data resulting from GWU's monitoring of the excavation activities. Thereafter, GWU will provide formal reports to Remington on at least a quarterly basis.

17. If any provision of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

18. This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein.

19. All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to choice of law provisions.

20. No change or modification of this Agreement or any waiver of the provisions hereof shall be valid unless same is in writing and signed by the parties hereto. Waiver from time to time of any provision or of any default hereunder will not be deemed to be a full waiver of such provision or waiver of any other provision hereunder or a waiver of any earlier or later default.

21. All notices and communications hereunder shall be in writing and deemed duly given if personally delivered, sent by recognized overnight commercial delivery service, or mailed by certified mail, return receipt requested, postage prepaid

if to GWU:	Louis H. Katz The George Washington University 2121 Eye Street, N.W., Suite 701 Washington, D.C. 20052
with a copy to:	Office of the General Counsel The George Washington University 2100 Pennsylvania Avenue, N.W., Suite 250 Washington, D.C. 20052
if to Remington Condo:	Remington Condominium Association 601 24th Street, N.W. Washington, D.C. 20037 Attention: Edward Bender
with a copy to:	Whiteford, Taylor & Preston, L.L.P. 1025 Connecticut Avenue, N.W. Washington, D.C. 20036-0573 Attention: Edward H. Kim, Esquire
if to Remington, Inc.:	Remington, Inc. 601 24th Street, N.W., Apt. 102 Washington, D.C. 20037 Attention: Joseph L. Jarvis
with a copy to:	Venable, Baetjer and Howard, LLP 8010 Towers Crescent Drive, Suite 300 Vienna, Virginia 22182 Attention: Douglas B. McDonald, Esquire

The parties hereto shall be responsible for notifying each other of any change of address.

22. Any date specified in this Agreement which is a Saturday, Sunday or legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday. Any reference herein to the singular shall include the plural and reference to the male, female or neuter gender shall include reference to all other genders.

23. The date on which this Agreement is accepted by the last party to accept and sign this Agreement shall be inserted as the effective date of this Agreement under the first paragraph.

24. The terms, conditions and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

25. Each of the parties executing this Agreement represents and warrants to each of the other parties hereto (i) that it has the full power and authority to enter into this Agreement and to consummate the transaction described herein without obtaining any further approvals or consents, and (ii) entering into this Agreement will not constitute or result in a violation or breach by any such party of any judgment, order, writ, injunction or decree issued against or imposed upon it or any agreement to which it is a party or by which it is bound.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

7/31/02
Date

Remington Condominium Association, Inc.

By: _____
Name: ~~Joseph L. Jarvis, Jr.~~ Roseman A Jarvis
Title: President

7/31/02
Date

Remington, Inc.

By: _____
Name: Joseph L. Jarvis, Jr
Title: President

7/1/02
Date

The George Washington University

By: _____
Name: Louis H. Katz
Title: Vice President and Treasurer

DISTRICT OF COLUMBIA, ss:

I, Carlyn Stanback Notary Public in and for the District of Columbia, do hereby certify that Rosemary A. Jarvis who is named as President of Remington Condominiun Association, personally appeared before me in said District, the said President being known to me as the person named as Rosemary A. Jarvis in the above instrument and acknowledged the same, bearing the date of July 31, 2002 to be the act and deed of the said Remington Condominium Association, and that he delivered the same as such.

Given under my hand and seal this 31st day of July, 2002.

Carlyn M. Stanback
Notary Public

My Commission expires:

CARLYN M. STANBACK
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires March 31, 2006

DISTRICT OF COLUMBIA, ss:

I, Gloria R. Sellers, Notary Public in and for the District of Columbia, do hereby certify that Joseph L. Jarvis Jr. who is named as President of Remington, Inc., personally appeared before me in said District, the said President being known to me as the person named as Joseph L. Jarvis, Jr. in the above instrument and acknowledged the same, bearing the date of July 31, 2002 to be the act and deed of the said Remington, Inc., and that he delivered the same as such.

Given under my hand and seal this 31st day of July, 2002.

Gloria R. Sellers
Notary Public, District of Columbia
My Commission Expires 8-14-04

Gloria R. Sellers
Notary Public

My Commission expires:

DISTRICT OF COLUMBIA, ss:

I, _____, Notary Public in and for the District of Columbia, do hereby certify that Louis H. Katz who is named as Vice President and Treasurer of The George Washington University, personally appeared before me in said District, the said Louis H. Katz being known to me as the person named as Vice President and Treasurer in the above instrument and acknowledged the same, bearing the date of _____, 2002 to be the act and deed of the said George Washington University, and that he delivered the same as such.

Given under my hand and seal this ___ day of _____, 2002.

_____
Notary Public

My Commission expires:

Final Version (9/11/02)

TERM SHEET

The Remington and Remington, Inc./George Washington University
New Dorm Construction in Sq.43

Background

Beginning approximately July 2002 and continuing for a scheduled 22 months GWU will construct a 700+ student dormitory on land abutting the Remington Condominium's Parking Lot. The construction will result in the removal of two existing retaining walls located on Remington property and regrading of GWU property adjacent to the existing Remington parking lot and a portion of the Remington building. GWU would like to be able to place tie-backs for use during construction in mutually agreed locations under the existing south wall of the Remington parking area and use a portion of the Remington parking area encompassing 15 spaces as a "staging area" during construction. (Each parking space is "assigned" to specific condominium unit owners.) The tie-backs will not be required for support following GWU's construction activities and will be "de-tensioned" but will remain in place. Remington or any subsequent owner will be free to remove the tie-backs at any time after completion of GWU's construction.

Remington, Inc. is operating a short-term housing business in the building using, among others, the condominium units that directly overlook the GWU property.

The GWU construction activities and the use of the Remington parking lot will result in significant inconvenience to the residents and will adversely affect the Remington Inc. short-term housing business.

Proposed Discussion Terms

While this term sheet is intended to reflect the mutual understanding between GWU, Remington Condo and Remington, Inc. of the matters described herein, each party acknowledges that this term sheet is not intended to create or constitute any legally binding obligation, and no party shall have any liability to another party with until fully integrated, definitive agreements (including those necessary to enable GWU to obtain the permits and approvals needed for its construction), and other related documents, are prepared, authorized, executed and delivered by and between all parties. The parties intend to negotiate in good faith to arrive at a mutually acceptable definitive agreements for approval, execution and delivery on the earliest reasonably practicable date.

The parties shall not unreasonably withhold, delay or condition their consent to the future agreements contemplated by this term sheet or the future events which this term sheet provides shall be on "mutually acceptable" terms.

Tie-Back and Parking Lot Use

In exchange for granting GWU a mutually acceptable easement from the condominium to allow tie-backs for use during construction of the new building (which GWU will not be required to remove following completion of construction but will be de-tensioned) and allowing GWU to use a portion of the Remington parking lot as a "staging area" for the planned 22 month construction period on mutually agreed upon terms, GWU will agree to the following:

Pre-Construction Cooperation and Planning

- The construction, excavation, foundation, sheeting, shoring, grading, and landscaping plans for areas of the GWU property that are adjacent to the Remington property shall be mutually acceptable to GWU and Remington and will need to adequately address all potential settlement, dewatering, drainage and run-off problems. GWU will work with Remington to incorporate changes reasonably requested by Remington and its Architect/Engineer.
- In advance of construction GWU will provide Remington with an ALTA survey establishing the property boundary between the GWU and Remington properties.
- In advance of GWU's construction activities, a plan to monitor the impact on Remington property of GWU's construction will be agreed upon.
- GWU's building shall be designed such that no regular ingress or egress or student assembly or recreational areas face or adjoin Remington property, and Remington property is not available as a "cut-through" to the GWU building.
- GWU shall have insurance coverage acceptable to Remington protecting Remington from liability for claims or losses caused by GWU's construction activities.
- The two trees at the Remington parking lot entrance on G Street will be preserved if possible, and otherwise shall be replaced with the same or mutually acceptable alternative species of a comparable maturity, taking into account recommendations of a mutually acceptable arborist or other qualified expert.
- GWU and Remington Condo will agree on the landscaping plan for the areas adjacent to the Remington property, including the parking area.

GWU Responsibilities During Construction

- GWU shall provide without cost to each owner (or current lessee) of a Remington parking space a parking space (*i.e.*, a total of 15 spaces) in either Columbia Plaza (Envoy Building), within the GWU Wellness Center, or outdoor parking on G Street West of the GWU Wellness Center near the Odd Fellows Club, from the date GWU wishes to begin using the Remington parking area until the Remington parking area is restored and

returned to Remington (the "Parking Area Use Period"). Each owner (or current lessee) must elect whether the space will be located in Columbia Plaza or the Wellness Center prior to the anticipated commencement of GWU's construction, and any owner (or current lessee) failing to make an election shall be provided with parking at Columbia Plaza. The owners (or lessees) acknowledge that access to indoor parking in the Wellness Center will be limited to the hours of operation of the Wellness Center. With respect to indoor or outdoor spaces located ~~at~~ in or adjacent to the Wellness Center, GWU shall provide spaces reasonably acceptable to each owner (or lessee) on a first come – first served basis, but GWU shall ensure that sufficient individual, self-park spaces are available at all times.

- The GWU building shall be built in substantial compliance with the design plans provided to Remington. If GWU desires to make any changes that affect portions of the building visible from Remington property or that would otherwise impact residents of Remington property, GWU shall consult with Remington in advance of making any changes and shall cooperate in good faith with Remington to accommodate Remington's reasonable requests.
- GWU will limit the hours of construction (and noisy pre-construction preparation activities) to 7:00 a.m. through 7:00 p.m. Monday through Saturday and will consult with Remington Condo and Remington, Inc. if GWU intends to seek a permit for extended hour work.
- GWU and Remington representatives will meet regularly during construction to address and resolve issues, and GWU shall designate a contact person to be available during normal business hours in person on-site and 24 hours per day, 7 days per week by phone to address emergencies.
- GWU will not allow any trash or construction debris to remain on Remington property following the conclusion of construction activities each day and will ensure adequate vermin controls are implemented.
- Any construction materials stored on the Remington parking area during construction shall be maintained in a neat and safe manner.
- GWU shall reimburse Remington for the cost of having the exterior windows cleaned each 6 months during construction.
- If the monitoring reveals damage to the Remington building, GWU will repair the damage and adjust its construction so as to avoid additional damage.

GWU Obligations From and After Completion of Construction

- GWU will provide Remington with an as-built ALTA survey confirming whether there are encroachments on the Remington property (other than the "abandoned" tie-backs), it being agreed that Remington is not consenting to any encroachments other than the "abandoned" tie-backs.
- GWU will provide Remington with a complete set of certified as-built plans describing the location, composition and dimensions of all

structures, underpinning, tie-backs, shoring and related matters on or under Remington property.

- GWU will regrade, restore and repave the entire Remington parking area (including the access driveway and two parking spaces adjacent to the building) and landscape the areas surrounding the parking area in accordance with the previously agreed upon plan.
- GWU will replace the lighting in the Remington parking area in accordance with plans mutually acceptable to Remington and GWU and repair or replace the gate system if it has been damaged by GWU or its contractors, agents or representatives.
- GWU shall reimburse Remington for the cost of having the exterior windows cleaned once at the conclusion of construction.
- GWU shall adopt and enforce appropriate policies to avoid activity in the courtyard that may disturb residents of the Remington building.

Payments and Other Consideration

- GWU will pay to the current owner (or lessee) of each of the 15 Remington parking spaces located in the portion of the Remington parking area that will be the "staging area" $400 per month for each space during the first 22 months following the date GWU wishes to begin using the Remington parking area and 150% of the then-current Remington, Inc. monthly parking rate for each month or partial month after the first 22 months. The payment for the first 22 months will be due as a lump sum in advance (i.e., $8,800 per space or $132,000 for the 15 spaces) when GWU notifies Remington of the date GWU wishes to begin using the Remington parking area, which notice must be given at least five (5) days in advance of the date GWU wishes to begin using the Remington parking area (the "Commencement Notice"). Payments after the first 22 months will be made monthly in advance. For administrative convenience, GWU may make consolidated payments to Remington Condo for distribution to each respective owner (or lessee) of a parking space.
- When GWU issues the Commencement Notice, GWU will contribute $30,000 to pay for the costs Remington Condo and Remington, Inc. expect to incur: (1) the cost of an Architect/Engineer engaged by Remington to review GWU's plans and advise Remington on aspects of GWU's proposed construction and shoring activities; (2) the cost of a structural survey of the Remington building to establish a "base line" prior to GWU's construction activities; (3) the cost of a structural survey at the conclusion of GWU's construction activities; (4) the fees of legal counsel engaged by Remington Condo and Remington, Inc. to assist in negotiating and documenting the agreement with GWU; and (5) the costs of Remington's Architect/Engineer's review of the results of the monitoring that will be installed to detect damage to the Remington building. For administrative convenience, GWU may make consolidated payments to Remington Condo for distribution to Remington Condo and Remington, Inc.

- To mitigate the effect of construction on Remington, Inc.'s short-term housing business, GWU will pay Remington, Inc. $108,000 when GWU issues the Commencement Notice.
- GWU shall be responsible for reimbursing Remington for any repairs required as a result of GWU's construction activities.
- GWU shall diligently seek the zoning and other approvals necessary to permit residents and guests of the Remington building to use GWU's Wellness Facility located across G Street from the Remington building (the "Approvals"). Remington Condo and Remington, Inc. will support GWU's efforts in obtaining the Approvals, provided that such support shall be without cost to Remington Condo or Remington, Inc. In exchange for Remington support of the Approvals GWU will seek, GWU will provide, subject to the terms of the Approvals, up to 52 memberships at the annual rate charged to GWU staff (currently $270/yr). Such memberships must be applied for within 20 months of the date GWU notifies Remington, Inc. and Remington Condo that GWU has obtained the Approvals. Memberships other than those purchased by Remington, Inc. may be used only so long as the member is an individual owner or an occupant of a unit in the Remington and shall not be transferable. Remington, Inc. memberships may be used by any owner of Remington, Inc. or any occupant of a Remington, Inc. unit. At any time after the 15th anniversary of the initial date of membership, GWU may terminate memberships held by Remington, Inc. in excess of four, and from and after the date GWU terminates the last such membership, the remaining Remington, Inc. memberships may only be used by owners of Remington, Inc. and shall not be transferable.

ON OR ABOUT JULY 31, 2002, THE UNDERSIGNED PARTIES EXECUTED A DEVELOPMENT AGREEMENT. PURSUANT TO ¶20 OF THE DEVELOPMENT AGREEMENT THE PARTIES HEREBY AGREE TO THE TERMS CONTAINED IN THIS FINAL VERSION OF THE TERM SHEET DATED SEPTEMBER 9, 2002, WHICH SHALL REPLACE ANY PRIOR VERSIONS OF THE TERM SHEET ANNEXED AS EXHIBIT D TO THE DEVELOPMENT AGREEMENT. THE PARTIES AGREE THAT THIS MODIFICATION IS SUPPORTED BY GOOD CONSIDERATION, THE EXCHANGE OF WHICH IS HEREBY ACKNOWLEDGED.

_____
Date

Remington Condominium Association, Inc.

By: _____
Rosemary A. Jarvis, President

//
//

_____
Date

Remington, Inc.

By: _____
Joseph L. Jarvis, Jr., President

_____
Date

The George Washington University

By: _____
Louis H. Katz, Vice President
and Treasurer

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DONALD W. KREUZER, D.M.D., :
Plaintiff, :
vs. : Civil Action No.
THE GEORGE WASHINGTON : 03-0003645
UNIVERSITY, : Judge James E.
Defendant. : Boasberg

Washington, D.C.
Wednesday, December 10, 2003

Deposition of SUSAN RISELING, a witness herein, called for examination by counsel for Defendant in the above-entitled matter, pursuant to notice, the witness being duly sworn by KAREN YOUNG, a Notary Public in and for the District of Columbia, taken at the offices of Greenstein DeLorme & Luchs, P.C., 1620 L Street, Northwest, Washington, D.C., at 10:07 a.m. on Wednesday, December 10, 2003, and the proceedings being taken down by Stenotype by KAREN YOUNG, and transcribed under her direction.

Page 162

guess there's something that says you can't do construction on Sundays, so one Sunday, he woke up to the sound of construction, and so he decided to follow kind of the protocol that he had been told to follow, which was to call the metropolitan police and call the G.W. police, so he called the G.W. police.

The G.W. police said well, something like they have permits to work on Sunday and, you know, that was that. So he called the metropolitan police and said I don't think you can get a permit to work on Sunday, could you please explore this, and -- I mean, I don't want to put words in Dr. Kreuzer's mouth, and to kind of cut to the chase here, the metropolitan police responded.

They repeatedly used their siren to try to communicate with the construction workers that were in the building that they wanted to talk with them, to no avail, and so he had reached out to the construction company and called the construction company to say to this foreman or whatever, he'd left a message on the answering machine.

He had a second conversation with the George Washington police. Then they said well, they had taken care of it, that it had been taken

Page 163

handled, that they had talked to MPD and that it had all been resolved, at which point he went back out to the MPD officer and he said have you talked to the George Washington police, and her response was no, I haven't talked to anybody but you since I've gotten here and I've been trying to get my siren.

Well, it turns out I guess that she was on the Virginia Avenue side and they were on the other side, which is --

Q. They being the G.W. police?

A. G.W. police I guess were on G Street? Is that the other side, if I've got it right?

MR. HANNON: Correct.

A. And so they were on the G Street -- the G.W. police were evidently on the G Street side and the MPD was on the Virginia Avenue side, and so the G.W. place had gotten the construction workers out of the building and told them hey, you know, Sundays are not a construction day or whatever.

Q. Right.

A. And so that was kind of how that one got resolved, and so in him telling me that, the first place he went was to try to resolve it with the G.W. police and he was, from his telling me of the story, they blew him off.

Page 164

Q. But aren't they the ones that ultimately resolved it?

A. From what my understanding of the story is, yeah, they did.

Q. Does that indicate to you that he had his story wrong as an investigator?

A. Well, no, not necessarily. I mean, I -- a dispatcher may not know the answer to the question being posed by a phone call, but after they get off the phone, if they turn and say to a supervisor or whatever hey, some guy just called about some people doing construction work. If they're doing it, they must have a permit, right? And the supervisor says no, wait a minute, you can't have a permit on Sunday, what are you talking about, I can see an off --

Q. Okay.

A. -- you know, thing and then the supervisor saying we better go over there and figure out what's going on. And of course, they go to one side. It's a big building. They're on the other side and there's no communication between the two, and unless he had called back, he would not have known that --

Q. Okay.

A. -- you know.

Page 165

Q. Well, they didn't blow him off. They solved the situation. He just didn't know everything that was going on.

A. And that was his characterization of --

Q. Okay. Let me ask you to take a look at this document called "Expert Attachment." Let me keep that --

A. Oh, sure, absolutely.

Q. -- in order here. Now, we talked about the first page of your notes.

A. Yeah, but we didn't get to the end. We're getting close.

Q. We didn't get to the end and we didn't get to the second page.

A. Right.

Q. Just tell me what, if anything, you conclude from those statistics that you have on those pages.

A. The next category would be the drug referrals, and those -- there was some reason why, and again, I don't know why, from 2000 to 2001, they -- it looked like they doubled in -- I mean, that -- that's a jump where you wonder is there a new problem or did they do some different enforcement tactics, or in the case of G.W., which I find -- I

Page 158

A. No, I don't have -- didn't have anything.
Q. You said on a couple of occasions that it's a matter of perception with Dr. Kreuzer. Is it your impression that whether he's disturbed or not by student conduct is somewhat subjective, that something that might disturb him might not disturb somebody else?
MR. HANNON: Objection to form.
A. Yes or no. I mean, yes, certainly I -- all of us have our individual things that create issues with ours -- you know, that we don't like that maybe somebody else wouldn't care about. I think though you can take kind of the average man standard if you will and look at that. So yes, it certainly is his perception, and that of course always is subjective.
Q. And as a police officer, do you arrest people on the basis of the complainant's perception or personal taste or based on elements constituting a violation of the law?
A. Well, certainly elements that have some basis in the law or the code or the administrative code or whatever, but often on the perception of that as well. For example, if you -- if someone says, you know, the music is too loud and you drive

Page 159

up and sometimes you can -- I mean, you can hear it, and so you kind of know right away that their perception of the music being too loud, you would relate and say yeah, I'll go up and tell them to turn that thing down.
Other times you get there and the person says, you know, the music's too loud and you're standing there and you're thinking well, okay, not -- I mean, not necessarily from my taste at my age, but okay, and you go across and say to the students or the members of the townhouse row look, you're disturbing the neighbor, how about if you turn that thing down.
My experience has been the students usually say oh, okay, and they turn it down. Sometimes that holds for that night, sometimes you have to come back half an hour later, but that usually -- you know, and there's no reason to, you know, go and take them into custody and, you know, that kind of thing.
Usually though if you go over and you say hey, you need to lower the volume and you get an attitude or you get more aggressive or you drive down the block and they crank it up, then you're going to go back and it's going to be a little bit

Page 160

of a different conversation, but what brought you there is usually a call for service. That's usually based on somebody's perception.
Q. Do you think that having talked to Dr. Kreuzer and knowing the situation and his attitude towards George Washington University, that he would be more likely to complain whereas someone else in his situation might not?
MR. HANNON: Objection, relevance, foundation. You can answer if you can.
A. Okay. Well, I thought in reading some of these documents that that was probably the case, what you have just said, and then I talked to him last night at dinner, and you know, he described to me how he -- you know, where he went to school and then he talked about the fact that he taught at the University of Penn in Philadelphia and he talked about how close he lived to Penn and the fact that students were -- have always been kind of a part of his community and his neighborhood, and then that he moved here in the '70s and spent a brief time in Silver Spring before moving here.
And he talked about renovating the houses and the block and having the parking lot across the street from him before those -- townhouse row, and

Page 161

that he interacts as he would in the comings and goings with the students and that he enjoys the students, that he currently rents I guess one of his townhouses to students. So my sense was that he didn't have a hostility toward the students.
Q. But he did have a hostility?
MR. HANNON: Objection to form.
BY MR. POLICY:
Q. Did he have a hostility towards the university?
A. I'm not sure what he just said. I'm sorry.
Q. You can answer.
A. Oh, okay. Well, as I said before, my perception of what he told me last night was he feels something's been taken from him unjustly. I think when people feel that way, it's a natural thing to follow, that they have some level of antagonism toward who took it away from them, who they perceive took it away from them.
Q. And they're more likely to complain from the entity that took them away from them in your experience as a police officer?
A. Well, yes, except I asked him about that and he said that he had -- he gave me an example. I

Page 154

separate individual incidents and now say that there are 650 incidents even though really there was 300 incidents but all involved two people. You follow me?

Q. Yes, and that method of reporting would show higher numbers for G.W. than on the same par or on the same par with Georgetown, it would show higher numbers for G.W.?

A. Correct. My sense of the statistics looking at them from George Washington, G.W. -- or Georgetown, American, Howard, all -- yours are much more robust. There's much more information in the way that Chief Stafford gives the statistics than there are from the other universities. I'm not being critical of those universities.

I'm just saying if there's anybody who knows the pie and knows how to put it out in the best format, best meaning most accurate, most thorough, most robust, it's Chief Stafford. So yes, I think the way they're interpreting it as separate individual incidents, so five kids on a street corner, one cop walks up, they're going to count that as a five.

Q. All right, okay. Now, I think I asked you this before, but you don't believe that the

Page 155

incidence of criminal activity or student misconduct is higher at G.W. than it is at any other university in the District of Columbia; is that right?

A. Right.

Q. It's kids being kids.

MR. HANNON: Objection to form.

A. Yes, students being students, yeah, yeah. I don't want to say that in a way that's dismissive. I mean --

Q. No, I understand what you mean.

A. I mean, I don't want to say that it's kids being kids when they rape each other, so I don't want to overcharacterize it, but I get your point of a lot of the noise and the drinking and -- that's college kids.

Q. Well, I mean, they're not little old ladies.

A. Oh, gosh, no, right, exactly, right.

Q. Right? And sometimes the little old ladies and the young 18-year-old kids away from home for the first time aren't living the same lifestyle.

A. I hope not, although maybe when I'm 80, I'll want to try it again. I don't know. Right now I don't. That's for sure.

Q. And likewise, do you believe given the

Page 156

proximity of large residence halls like Thurston Hall to the street and the proximity of residence halls to non-university properties that exist in that campus, do you have any reason to believe that the incidence of disturbance from students at the dormitory on square 43 will be any greater than, say, at Thurston Hall?

A. Thurston's a little bigger, but my -- my sense of it is that it's -- again, it's a perception by the people who are around it, and Thurston Hall, if I remember correctly, is across the street from -- well, here I made a note. It's GSA, which is a government building, there's some commercial there, and then I wasn't exactly sure whether it was part of the IMF or something else, but it was another office building.

So you've got essentially one corner as I recall it that Thurston's on. The other three corners aren't residential properties at all, and they're certainly not residential properties of non-students, so I think that therein lies the difficulty when I look at lot 43. This was given to me yesterday, the maps.

Q. No, I understand. Well, are you familiar with the fact that at HOVA, which is the dormitory

Page 157

down on Virginia Avenue, is across the street from a large residential complex called the Watergate?

A. Yesterday when we drove down there, yeah, I saw that it -- that's the old Howard Johnson's right?

Q. That's correct.

A. Yeah, the Howard Johnson's is on one side of the street, and then across the street, it's -- boy, off the top of my head, is it a six-lane street? It's wide, and then there's the Watergate complex, and I think there's even a median, if I'm not mistaken. It may not be six lanes. It may be eight lanes. Anyway -- at that point. Yes, so that Howard -- or that HOVA -- I don't even know what HOVA stands for, but anyway, HOVA is across that street from the Watergate.

Q. Well, but loud music carries across Virginia Avenue, doesn't it?

A. Oh, I would think to some extent it would, sure.

Q. And so it would be disturbing to the residents of the Watergate.

A. It could be.

Q. Do you know of any incidents where that's occurred?

Page 150

Q. -- that that will show up in the Clery Act statistics only under reported to UPD? Are you aware of that?
A. No, I wouldn't have -- I wouldn't have --
Q. Let me show you a page from the --
A. I don't doubt you. I'm just saying I hadn't really ever thought about that in that method.
Q. Right. Let me show you a page from Plaintiff's Exhibit 210. Exhibit 210 is the 2003-2004 compliance information of the George Washington University, and it's commonly called the Clery Act statistics, so let's mark that as Exhibit 209.
(Defendant's Exhibit No. 209 was marked for identification.)
BY MR. POLICY:
Q. So Exhibit 209 is pages 8 and 9 from the 2003-2004 Clery Act report. Would you look at, on page 9 under the column specific information about crime statistics reported by G.W., and there it says reported to UPD includes crime statistics from incidents that were reported to UPD. If an incident was reported to UPD and MPD, the statistics would be

Page 151

counted under the reported to UPD column. Do you see that?
A. Yes, uh-huh.
Q. Is that the practice at the University of Wisconsin as well?
A. No, because it's -- the chance of us referring something to the Madison police are low because we can -- we have the authority to deal with it.
Q. I see. You're in a different situation.
A. Yeah, so it's a different situation, but again, I think I said earlier, and I would reiterate here, the way that the George Washington University does its Clery is the model. I mean, that's where you go if you want to know how to do it right, so if this is the way that Chief Stafford does it, then I would say that she knows what she's doing because she's it.
Q. And then it goes on to say reported to MPD, which is metropolitan police department, includes crime statistics from incidents that were reported to MPD and were not reported to UPD. Do you see that?
A. Right. Can I just read it to myself for a second?

Page 152

Q. Yeah.
A. Yes, yes, I understand that meaning, uh-huh.
Q. Okay. Well, from that, you would understand that if a report came in to UPD and UPD reported it to MPD, that would show up as a zero in the Clery statistics for reported to MPD. It would show up as a 1 in the statistics reported to UPD.
A. I think you're right. I mean, I believe you're -- yeah, it's just confusing the way -- you know what I'm saying? It's like if you read it, it's clear, but when you say it sometimes, it isn't.
Q. Well, it says what it says, but --
A. Right, so I guess what -- my understanding of what we've just read is that if MPD learns of something on their own, they process it on their own and that's the number that at the end of the year, Chief Stafford says to the MPD please give me any reports and they do, but what seems to be practice around here is that the UPD is often summoning the MPD, and so it's counted as a UPD and not attributed to the MPD.
Q. Right.
A. Okay, yeah. I'm agreeing with you I believe. It's just too confusing for me to --

Page 153

Q. I think you phrased it right, but the upshot of it is that an UPD could be involved in an incident and it would not show up in the Clery Act report that the MPD was involved in it.
A. Oh, yes, correct, correct.
Q. And then was the Clery Act amended to require that, for example, if you have eight students at a party and they're all cited for alcohol violations, that that's eight incidents in the Clery Act report as opposed to one incident?
A. Well, that's -- I mean, I understand that G.W. has interpreted it that way and I understand that the Clery law has gone that direction. I think different universities report it differently. Like in other words, you might have an incident count of a hundred incidents and then there might be a slash mark and it might say 650, so there were a hundred incidents that involved 650 people instead of saying there were 650 incidents. You follow me?
Q. Yes, yes.
A. So some places I think have interpreted it as a let's talk about the encounter and then let's talk about the number of people in the encounter. My understanding of the way that George Washington is doing it is let's count it as if they're all

Page 98

impact.
The security standpoint is the calls for service that will come from that kind of behavior, the kids are in the street, again, I can't get out of my driveway, the kids are blocking traffic, they're -- whatever, they hit my car with a football. I mean, that's the calls that you can get from those kinds of calls.
Q. You were over there yesterday, and there are obviously dormitories and buildings there. Did you see any students throwing footballs in the street or playing in the street or drinking beer in the street or standing in the street in groups? Did you see any of them doing that?
MR. HANNON: What time of day?
BY MR. POLICY:
Q. Any time of day.
A. Well, first, the dormitory is empty?
Q. No, no. When you rode around the campus, did you see students standing in the street drinking, throwing footballs?
A. Not at 4:00 in the afternoon, no.
Q. Did you see them -- any time that you've ever been to the George Washington University campus, did you see them doing that?

Page 99

A. No.
Q. Item C says, "G.W.'s law enforcement policies and enforcement do not adequately protect local residents and others from student misconduct." Are you prepared to give that opinion?
A. I haven't seen the policies.
Q. "G.W.'s law enforcement policies and enforcement do not adequately protect local residents and others from student misconduct." Are you prepared to give that opinion?
A. No, because I haven't seen the policies.
Q. Are you prepared to give an opinion that G.W.'s law enforcement does not adequately protect local residents and others from student misconduct?
A. Well, I'm of the opinion, I understand that the District of Columbia has rules and regulations, but it's my opinion that if you're a police officer, you ought to be trained and armed and that the public should expect and students should expect an armed response to certain circumstances that may develop on the campus and that that should be -- if you have police officers and that's what you're calling them, that there should be an expectation of an armed response in the event of an active shooter in one of the buildings,

Page 100

if -- now, I understand that that's not in Chief Stafford's hands.
Q. She's legally not permitted to have armed police officers in the District; is that correct?
MR. HANNON: Excuse me. Objection to form.
A. No, I don't think that's the case. We were discussing a case that just happened recently of an armed robbery at another campus in the district where the police officers went and actually retrieved the weapons and engaged the suspect and fired a shot at him, so they can under some circumstances, in that particular instance, they could be armed. I understand that that's not in Chief Stafford's ability to control though. That's a, I believe, a university decision.
Q. Well, is that your criticism then of the enforcement and is that how it does not adequately protect local residents that the G.W. police are not armed with weapons?
MR. HANNON: Objection to form.
BY MR. POLICY:
Q. Is that your criticism of it?
A. It's one. I mean, I think that the other part -- problem that I think that, again, it's a

Page 101

legitimate jurisdictional issue, is that once you're off G.W. property, these special police officers can't help a local -- I mean, don't have the jurisdiction to intervene and have -- and help, whether that's a local resident or a G.W. student.
Again, I don't see that as any reflection on Chief Stafford. I just -- that's a statement of fact, that they're caught in this -- this quagmire between a security world and a policing world, and they're caught in between. That's -- again, it's not meant as any type of criticism of Chief Stafford. That's just where it's at.
Q. Well, is it your opinion then that in order to adequately protect local residents from student misconduct, the G.W. police have to be armed with weapons?
A. I think that they should -- in order to adequately do it, I think that they should be fully equipped to do the entire police mission.
Q. Why do you need a gun in order to respond to an alcohol request that's not violent?
A. Because you don't know that they're not carrying a gun or a knife.
Q. Well, it's not the first time that it's happened. Chief Stafford has been doing this for

Page 94

Q. There's going to be a lot of foot traffic, right?
A. Yes.
Q. That's the major impact?
MR. HANNON: Objection to form.
A. Well, I think it depends on -- I mean, I think it depends on Dr. Kreuzer and what he feels is impact. In my discussions with him, one of the things he talked about again and again and again was the noise, the noise issue, and it doesn't I don't think take any level of expertise to know that roughly a thousand people make more noise than the people that would have lived in the townhouses before.
Q. Is the making of noise a criminal offense or student misconduct?
A. I would assume the level of it. I mean, I assume at some point sometime during the night, there comes a public nuisance factor to it.
Q. Well, but there are university police patrolling the dormitory, aren't there?
A. I don't know that. You tell me there are.
Q. Well, assume that they are.
A. Right.
Q. All right. Well then, don't they stop the

Page 95

noise?
A. Oh, I would think that they would stop some of it, but they can't possibly stop all of it.
Q. Would you say that there's going to be an impact of student conduct on the community here, or are you prepared to testify that there will be an impact of student conduct on the community or just Dr. Kreuzer because of proximity?
A. Well, from the vantage point of lot 43 into the -- what is the campus, there were fewer and fewer, as you move in toward the campus, there were fewer and fewer -- I don't want to insult anybody. There were fewer and fewer non-student residential buildings, so that -- the difficulty here I think for Dr. Kreuzer as I understand it is he's literally right next door to a very large residence hall that is student filled and he's directly across the street from student housing, all -- I mean, except for the fact that there is a road break if you will, then you have on the other side of him Columbia Circle, which is some percentage of students in Columbia Circle. So he -- his -- he is now kind of finding himself, if you will, and "surrounded" is too strong of a word, but he is certainly closer to much more a dense student population and student

Page 96

housing than he was ten years ago.
Q. Sure. Well, there isn't really much of a community around there to be impacted by this dormitory, is there, other than Dr. Kreuzer?
A. Well, by this particular dorm, I don't believe so, no, because the buildings, at least from what I can gather from this particular map that I'm looking at, which is 209, and my drive around, it seems that the university has expanded itself all the way down to F Street and Virginia Avenue. So I guess, if I get the direction right, what's north of F Street to almost Pennsylvania Avenue -- well, to Pennsylvania Avenue seems like it's predominantly the university, so it would -- this circumstance isn't exact, but whatever's between, say, F Street and E Street from 22nd to 20th, those places, if there was a 730-bed dorm placed in those places, those -- if that's housing, people might have resisted it as well.
Q. But this dormitory, there really isn't anything else around it except Dr. Kreuzer.
A. There's a condo complex on 24th.
Q. Right.
A. Which is --
Q. I mean, are you opining that it's going to

Page 97

impact on that high-rise condominium as well?
A. I would see -- sure, I would think it would.
Q. Had you thought about that before I asked you that question?
A. Yesterday when I drove by it, when I saw -- I didn't realize there was a condo there, but as I said to you earlier, I was given this map and I didn't know whether that was open space or buildings. Exactly where the condo was located in relation to this new dorm and Dr. Kreuzer's existing -- I didn't have a sense of it until I drove by there yesterday.
Q. Item B on this Exhibit 208, your opinion would be that, "No accommodation was made for space that would allow for impromptu student recreation, which is an important element of planning for student life from a security standpoint," and are you prepared to give that opinion?
A. Again, I wouldn't have chose the wording. What I'm trying to talk about here is when -- I know we've touched on this several different times. When there's no open area for them to kind of impromptu run around, they're going to do it in the street, and when they do it in the street, that has an

Page 90

of your townhouse.
I mean, think about noise, think about foot traffic, think about cars blowing, think about them hollering across the street to one another. I mean, they're just being kids. It's not like they're doing anything that's out of kind of the norm of expected behavior for college students. It's not necessarily that they have some kind of ill intent.
Q. They're not engaging in criminal activity. They're just being kids?
MR. HANNON: Objection to form.
A. I don't -- I mean, I can't guarantee that they'll never be a part of criminal activity. There's going to be a certain amount I would assume.
Q. But you can't predict the future, can you?
A. Well --
Q. Can you tell me sitting here now --
A. Sure.
Q. -- under oath that there are going to be X number of criminal offenses in front of Dr. Kreuzer's house?
A. X number?
Q. Yes.
A. I certainly think that in any street in

Page 91

Washington, D.C., you can predict that there's going to be crime on a street in Washington, D.C.
Q. But it doesn't have anything to do with it being G.W. It could be in Northwest Washington, right?
MR. HANNON: You're talking about this?
BY MR. POLICY:
Q. Anywhere.
A. Well, sure. I mean, there's a certain amount of --
Q. Well then tell me, what are these kids going to do, since you can predict the future, what are they going to do?
MR. HANNON: Object to the form of the question. You're talking about square 43?
BY MR. POLICY:
Q. Yes. Under oath, what are they going to do?
MR. HANNON: You're asking for her opinion, correct?
MR. POLICY: No, I'm asking her as a matter of fact, what crimes these kids are going to commit.
MR. HANNON: Well, she's an expert, so --
BY MR. POLICY:

Page 92

Q. Tell me.
A. Well, first off, Mr. Policy, I know that I'm under oath. Second, what I can tell you is for a fact, no, but I certainly can tell you that anyone with my experience, anyone with Chief Stafford's experience, anyone who's in law enforcement could take roughly a thousand people between the ages of 18 and 21 in this country in this day and age, can predict that they will drink under age, which I believe is against the law, that they will, some of them, will sexually assault another one of them, that they will to some level or some extent get in a car in a state of intoxication and drive it.
Q. And you can also predict that they're going to do that in front of Dr. Kreuzer's house?
A. I said they're going to do it in close proximity to where they live, and that is near Dr. Kreuzer's townhouse.
Q. Are there any other exits to this dormitory?
A. There's -- well, again, it's under construction, so I didn't get around the back of it.
Q. Well, did you review any plans of the dormitory?
A. I glanced at some plans. I didn't review

Page 93

them in a sense --
Q. Did you see any other exits?
A. Oh, there has to be other exits just by fire code.
Q. How many exits are there?
A. I don't know.
Q. Is the exit -- the entrance on 23rd Street the only means of ingress and egress from this dormitory?
A. I don't know except that it's access controlled so I assume that there is some limiting of the ingress at least. Egress would have to be a lot because of fire code, but ingress I think would be restricted, but I didn't see the security plan for it.
Q. I take it then from what you're saying that the impact of student conduct is that there's going to be a lot of foot traffic?
MR. HANNON: Objection to form. That's not her testimony.
MR. POLICY: She can say that. You don't need to coach her.
THE WITNESS: I'm sorry. What was the question?
BY MR. POLICY:

Page 86

Q. Let me have that.
A. You want this one back?
Q. Yes.
A. That was your copy, right?
MR. POLICY: Right. Let's have marked as Exhibit 208 a document that I was handed this morning. I'll describe it as -- it begins with Ms. Riseling's name and I believe contains the opinions that she will be prepared to testify to in this proceeding.
(Defendant's Exhibit No. 208 was marked for identification.)
BY MR. POLICY:
Q. Now, do you recognize this document?
A. Yes, I was given this document this morning.
Q. Did you help to prepare this document?
A. I had a meeting with Mr. Hannon last night, and I think as a result of that meeting, he prepared this document.
Q. Okay. Are these items A through G statements of the opinions that you will render in this action?
A. They are -- I'm not sure I would have

Page 87

chosen the wording.
Q. Okay. Well, let's go over it. Let's take A for starters.
A. Sure.
Q. It says, "It appears there was no planning from a security standpoint regarding the location of the dormitory and the impact of student conduct on the community and Dr. Kreuzer." Are you prepared to render that opinion?
A. My --
Q. And if you could just begin by answering me yes or no and then of course you can explain.
A. Can I explain?
Q. Yeah, sure.
A. Most of them are going to be half and half, some of it yes and some of it no, so --
Q. Okay.
A. I think that there -- I certainly think that there was planning from a security standpoint. There's an access control system, there's a certain amount of entrance -- when you -- the lobby -- you can look into the lobby, you know, those types of crime prevention through environmental design kind of attributes to the building, those kinds of things. So from a pure security standpoint,

Page 88

certainly there was planning, so I would not say there was no planning.
What I think the part of the -- again, and I brought this up a little earlier, but the part of the student conduct on the community and in particular Dr. Kreuzer with where his townhouses are located and where the entrance is located to this building on -- my understanding is that's on 23rd Street, and his property's on 23rd Street, the foot traffic up and down to get from point A to point B, just moving I believe it's 729 beds in that building, that's just -- I mean, the density there is much greater than the townhouse density that it's replacing.
Q. Uh-huh.
A. Couple that with across the street, you have what's been fraternity row. Now, I don't know for a fact that every single one of those quasi-looking townhouses are fraternities, but it's been tagged, as fraternity row.
Q. Who told you it was called that?
A. Well, Mr. Hannon, Dr. Kreuzer and what was that guy's name?
MR. HANNON: Don Snodgrass.
THE WITNESS: Don Snodgrass.

Page 89

BY MR. POLICY:
Q. Who is he, before you go on?
A. My understanding is that he's a special police officer with the George Washington police department. And that's directly, if you will, across 23rd Street, and it runs the length of the block from F to E, if I've got my streets right.
Q. Uh-huh.
A. So that gets back to the point that I was saying earlier about where do you go to recreate, and where you go is in the street because that's the open area, and just because it's a city street doesn't mean they won't throw a football across it or throw a frisbee across it, and his property faces that street, that just the sheer noise, the sheer volume of that --
Q. When it says impact of student conduct on Dr. Kreuzer, you're not talking about criminal offenses, are you?
A. Well, it could be part of that, but no, I'm talking -- in my sense of A, I'm talking much more about just what it is to have 730 young adults plus whatever -- whoever is in this fraternity row across the street, which is also students, so they're young adults, to have that density in front

Page 82

by which the university gains approval of how close their residence hall is to a street and where it's located?
A. No.
Q. Are you familiar with in the course of determining whether the residence hall can be built and how proximate it is to the street, what factors the BZA considers in determining whether to approve the construction of that residence hall?
A. No.
Q. The citation process in Wisconsin that you mentioned where you can give in essence I'll call it a civil -- civil infraction, a ticket --
A. Uh-huh.
Q. Does that keep you from having to take an officer off the street to take a perpetrator I'll call them to the jail to be booked?
A. Depending on the circumstances, yes, it can minimize the need for an in-custody arrest.
Q. Which -- an in-custody arrest would mean you would take them to the local police station?
A. Right, and sometimes we do that even with the citation.
Q. Even with citation, but the majority of the time, the vast majority of the time, you give

Page 83

them a ticket and as you said, they go on their way?
MR. HANNON: Objection to form.
A. Well, I hate to get into the vast majority of time, but I mean, there's many times that it's done on the -- literally on the back of a car.
Q. Right.
A. You know, so if you're talking about how many times versus how many times they take them back to the department, it really depends -- it depends on the circumstances. Let me just throw out a couple so you get a sense of it.
Q. Okay.
A. On a situation where you have protesters and they've gotten to the point where you want to cite them for -- civilly site them for disorderly conduct, not a state citation, but a civil citation, you want to remove them from the area even though it's a citation because if you just give them a citation and hand it back, they'll just get right back --
Q. Sure.
A. -- in the line, so you would want to remove them from the situation. In the football stadium, when we issue a citation there, we take them out of the seating section. We take them down

Page 84

to what we call a police center and then the ticket is actually written there and then they are ejected out of the stadium, again, to get some distance.
Q. Distance.
A. If somebody commits a petty theft, then we can use the civil process for that, and so if somebody has just kind of gone along and, you know, stolen something out of a hallway or something, someone has called and said hey, I saw this person pick up whatever from the hallway, we're going to want to remove that person from the building and normally we take them to the department where we process them through. So the victim or the person who saw it says oh, okay, this person's being arrested, they're being removed, the threat is reduced.
Under-aged drinking on a Friday night, you come across, you know, a group that has come to your attention for some reason and, you know, let's say in one of these courtyards that we were talking about a little earlier. You go up and you've got a table there and you're going to ID them and if the ID's fine, you're going to write them right then and there, hand each one of them their citation and you're going to walk away.

Page 85

Q. Right.
A. So circumstantially, it is driven. Is it much faster than always an in-custodial arrest? Absolutely. Yeah, I mean, that's one of the great attributes and aspects of it.
Q. I may have asked you this before.
A. Sure.
Q. But when you write these citations, do they show up in the Clery Act statistics?
A. Uh-huh.
Q. They do?
A. They should. Under liquor law violations is where they should -- they should be.
Q. Do you compile the Clery Act statistics?
A. No.
Q. Do you know for a fact that those civil citations would show up in the Clery Act statistics?
A. We're asked by the Dean of Students' office to provide the statistics under the categories, and so we provide what they request, and one of those is the liquor law violations, and we send those up.
Q. Okay.
A. There are hundreds of them a year, as there are at G.W., there are at UW Madison.

Page 78

number, and they do go in and patrol in the sense of walking up and down the hallways and those kinds of things, and then they're kind of seen as the community police officer, if you will, for that residence hall.

So as a result, the students will get to know and begin to like, you know, Officer Bill or Officer Tom or Officer Carrie or Officer Kathy, and that's the way -- the average patrol officer, police officer on the campus might get out and walk through a residence hall in an evening, but their response to calls is primary and what's driving them, and to just be in a residence hall without a call is not common for the average police officer. The liaison officer, on the other hand, it is very common for them to walk up and down the halls, talk to the students, make them aware of maybe things that are going on in the building that the students aren't aware of, you know, theft problems and such.

Q. What does the George Washington University police department do in that respect, with respect to patrolling residence halls?

A. The request that I had of Mr. Hannon to get that kind of information wasn't fulfilled. What I do know is that there are certain residence halls

Page 79

that have post assignments where there's a police officer, a special police officer in the lobby usually of the building. They assist with kind of making sure that the identification checks are there, that guests are signed in, that the G.W. access card is used or is, you know, verified that they're really the person on the card type of thing, and I presume they would do anything else that a police officer would do. If somebody came to them and asked them a question, they would answer it. If somebody had a problem, they would try to assist that person with the problem.

My understanding of it is, and again, limited information, but my understanding of that is is that that's fairly lobby driven, and that's just my understanding. Again, the documents that would tell me those things I was not given.

Q. So you're not aware that the George Washington University police department patrols residence halls three times per shift?

A. No, and I don't know what that means. Does that mean they go into the lobby or does that mean they walk every -- each and every floor? I don't -- when you say patrol residence halls, that's the kind of information I wasn't able to clarify.

Page 80

Q. Okay. Is the University of Wisconsin police department accredited by IACLEA?

A. As far as I know, IACLEA doesn't do any accreditation.

Q. It doesn't, to your knowledge?

A. IACLEA?

Q. Yeah.

A. No.

Q. CALEA.

A. No.

Q. Does CALEA do accreditation?

A. Yeah, CALEA does do accreditation.

Q. And you're aware that G.W. is in the accreditation process for CALEA?

A. I understand that they're in process.

Q. Okay. What is the significance of the accreditation of CALEA?

A. The way CALEA works is they take a very large number of standards and they try to apply them to law enforcement agencies, and it isn't a direct comparison because for example, in a law enforcement agency that is armed, there's all sorts of standards and policies, model policies that would -- they would look at, but since Chief Stafford's department is not armed, they wouldn't have to -- my

Page 81

understanding is they would not have to meet those particular standards.

So they take the standards that are applicable and they apply them, and I quite frankly don't know how they will end up treating the arming, or in the case of George Washington, the lack of arming. I don't know how that will be treated in the CALEA standards. I'm not familiar with that. Since we're an armed department, I don't understand sometimes how the unarmed departments are -- are judged against the standard or are not tested against that standard. I don't know how that works.

Q. In the District of Columbia, are you aware that where a building can be located, where it can be placed by the university on the campus of the university has to be approved by the government, specifically at the present time the zoning commission? Were you aware of that?

A. In some of the documents that I was given, it talks about I think -- is it a BZA?

Q. Board of Zoning Adjustment.

A. Okay, and so I saw a BZA referred to, which I assumed to be some type of zoning apparatus of the government.

Q. Are you familiar with that process at all

Page 74

in Washington, D.C. how they act in terms of George Washington University without George Washington University finding out that I was doing that. I mean, I would think out of courtesy, that would not --

Q. Wouldn't it explain, if it is the case that G.W. is not arresting G.W. students and referring them to the metropolitan police? Wouldn't it explain why that's the case?

MR. HANNON: Are you asking for her opinion?

MR. POLICY: Yes.

MR. HANNON: Her professional opinion?

MR. POLICY: Yes.

THE WITNESS: If it was true that the U.S. Attorney told her not to bring the cases?

BY MR. POLICY:

Q. Uh-huh.

A. Would that explain why she's not bringing them?

Q. Yeah.

A. Yes, if that were true.

Q. Do you have any reason to doubt that it's true?

A. I cannot imagine the U.S. Attorney saying

Page 75

to somebody do not enforce the law that's a law enforcement officer.

Q. Does the state's attorney's office in Wisconsin tell you to bring every single liquor law violation to his office?

A. We don't use the U.S. Attorney, but we bring -- every arrest that we make of a University of Wisconsin student under the citation process, which I explained to you earlier, gets processed into court. I've never been told not to bring possession cases of alcohol into the legal process.

I certainly understand that the processes are different in the District of Columbia. They don't have the same type of citation process. They move to the second district and that person may be -- I don't know whether they call it here cited and released, but they -- they're issued something that they have to appear in court. They're not held over and incarcerated. They're let go to be free on the street until they have to appear in court.

Q. In the civil citations -- in the citations that are issued by your officers in Wisconsin, is that put down on an arrest record for the individual?

A. Right. So if you run them through -- like

Page 76

NCIC type of thing or -- well actually, it would be Wisconsin's record system, it will come up that they've had an under-aged drinking citation before, and that way the officer knows that they're writing under-age second offense, under-age third offense, because the penalties increase whether it's under-aged second, under-aged third, under-aged, you know, fourth, you know, or whatever. The penalties go up, much like NOWI arrests, your first one, your second one is a higher penalty et cetera, so that is kept in the state records.

Q. And they're reported as criminal records?

A. No, it's a civil forfeiture and comes out on the printout as civil forfeiture.

Q. So they're not -- they don't have a criminal record as a result of that?

A. Correct, it is not a criminal record, no, it is not a criminal record.

Q. You're aware that that doesn't exist in the District of Columbia?

A. I am.

MR. HANNON: Excuse me. Objection to form and foundation.

A. I'm aware as far as the G.W. officers go, because of their special police status, they don't

Page 77

have -- the cases always go to the second district when they arrest somebody, so it's always a -- in other words, the G.W. police don't have the ability on a street corner like the University of Wisconsin Madison police to stand on a street corner to write somebody a citation, to peel it off and hand it to them, have the student walk away and have the police officer get in their car or walk away. I understand that the G.W. police don't have that type of system.

Q. Do the metropolitan police have the ability to issue a citation for an alcohol violation?

A. I don't know.

Q. Okay. Does your -- do your police officers patrol the residence halls on a regular basis? At the University of Wisconsin of course.

A. Well, yes and no. We have a police officer assigned as a liaison to every major living group, and what I mean by that is we have high-rise residence halls that have over a thousand students, and a liaison officer's assigned there. We have other residence halls that are much smaller, and so we might combine two or three or four of them together and there's a liaison officer for those group of buildings because they're smaller in

Page 70

Q. And then let me see that one.
A. This one? Okay.
Q. The one you have. I need to make a copy of this.
A. Sure.
(Discussion off the record)
MR. POLICY: We've been given a document by the deponent, and unlike the exhibit that was previously marked as Exhibit Number 206, which is the assumptions for experts that was supplied to us by the plaintiff, the document that was given to us by the deponent has an additional section in it called security issues, so let's have that marked as Exhibit 207.
(Defendant's Exhibit No. 207 was marked for identification.)
BY MR. POLICY:
Q. Now, would you look at that document, and I take it from your prior testimony that the only assumptions that you really made were on -- beginning on page 10 under the heading "Security Issues"?
MR. HANNON: Excuse me. Does this have an exhibit number now?

Page 71

THE WITNESS: 207.
MR. HANNON: Thank you.
THE WITNESS: Yes, right, on page 10, under "Security Issues," that's where I started reading and finished on the bottom of page 11 after number 14. That's the only part of the document I have read to date.
BY MR. POLICY:
Q. All right. And you just took those assumptions and assumed them to be true in rendering the opinions that you're going to render in this case.
A. Right, and I should say that in fairness for the record and for complete accuracy, when I was given the document, I was given it complete in its form. In other words, I was handed the whole document. I read the top line, which says, "In forming your opinions in this case, you may assume that Dr. Kreuzer can prove the following," and then what I did was I paged through, not stopping to read anything until I got to page 10, security issues. So I went with the first sentence, which was in forming my opinions, I'm supposed to assume that all of the things that follow under security issues can be proven.

Page 72

Q. Well, for example, number 1, it says G.W. has a policy of not arresting G.W. students who break the law on G.W. property or the community. Did you find anything in the any of the documents that you reviewed that stated such a policy?
A. Stated a policy?
Q. Yes.
A. No, not --
Q. You just assumed that statement to be true.
A. Well, if you look at the case logs, they arrest so few people -- they put them into student judicial affairs. So taking this statement that I was supposed to assume was going to be proven and then looking at the case logs, overall, the -- certainly the overwhelming majority of the students they come into contact with they don't arrest; they send through the judicial process.
Q. And do you know why that is?
A. In reading Chief Stafford's deposition, she made mention of what I took to be verbal meeting -- meetings that she's had either with the district police or I believe it is the U.S. Attorney's office, and her understanding or -- her understanding of those meetings as I read them in

Page 73

her deposition, that they did not want to see possession cases in -- I believe that's the term she used in her deposition. I could probably find the exact lines of the deposition if you wanted.
Q. No, I know what you're referring to. They did not want possession of alcohol cases to be referred to the metropolitan police department or to the U.S. Attorney's office; is that right?
A. That's what I read in her deposition. I don't have any independent proof that that's what the district or the U.S. Attorney believes. I just took it from her deposition that's how they operate.
Q. Well, did you inquire of the U.S. Attorney's office or the metropolitan police whether that was true or not?
A. No, again, I think I've explained earlier, since I was in a confidential nature with Mr. Hannon, I didn't -- did not reach out and have conversations.
Q. I can understand that you wouldn't reach out to G.W., but you wouldn't call the U.S. Attorney's office on a matter of that to verify whether it was true or not?
A. No, it would seem to me to be odd to call up from Wisconsin and ask the U.S. Attorney's office

Page 66

an open area to throw a ball, to run around, to play flag football, you know, to kind of get out with your -- it depends on where you are in the country I guess, but -- Wisconsin it's hockey sticks. You know, here in the district it might be lacrosse, they might want to throw around the lacrosse ball, that kind of thing.

Q. Did you investigate what facilities the university has for athletics, for working it off, as you say?

A. Well, I know that the university has a -- recreational facilities, and there's one that's relatively close. Going up and down the one-way streets, that may be an oxymoron, relatively close. It may be right across the street, but when you go at it from different areas, it may be two blocks away. The campus isn't that big, so it's got to be relatively close.

The different -- the only point that I'm trying to make, Mr. Policy, is that there's a certain value in working out, and university students today want to work out more than in my generation for sure. There's a certain value in that, but there's just the time when it's not as focused, a stress relief, and they just casually do

Page 67

those things.

They casually throw balls around, they casually throw frisbees around, they run around, they chase each other, they -- they play, if you will, which is a different sense than going into a recreational facility where you're going to work out, where you're going to be in part of an organized game of volleyball or what have you or you're going to swim.

So that's the -- that's the difference. It's a more casual ability to recreate. They're going to do it. They're going to casually do it. The question is where do they do it. Do they do it out front of the building on the street and on the sidewalk or do they do it in a courtyard or do they do it in an open field, because they're going to do it. They do it.

Q. Did you determine whether there's a fitness facility in the dormitory that's being built on square 43?

A. The floor plans that I have I could not make that level of detail out, so I don't know if there's a fitness center within the building itself.

MR. POLICY: Okay. I think you wanted to take a short break.

Page 68

(Recessed at 11:28 a.m.)

(Reconvened at 11:36 a.m.)

BY MR. POLICY:

Q. We're back on the record. In the course of answering one of the previous questions, you said that there were some assumptions that you'd been told to make, and could you tell me what those are?

A. Yeah, I have a list of them here somewhere.

Q. Let me show you a document that may be what you're referring to to save time, and this would be 206 I believe. This would be 206. I'm going to have the reporter mark that and then I'll ask you about it.

(Defendant's Exhibit No. 206 was marked for identification.)

BY MR. POLICY:

Q. Is that the document that sets forth the assumptions you were told to make?

A. Right.

Q. Were you asked to make any other assumptions in connection with your testimony?

A. Hang on though one second.

Q. Oh, I'm sorry.

Page 69

A. I just -- no, this isn't -- it looked the same, but this isn't -- this isn't the section of it that I read or had anything to do with, so I never read this -- all of this.

Q. Okay.

A. No, actually, I may have been given this document, but I didn't read -- I did find the document that I was given though. Is that --

Q. Sure, I'd like to see that.

A. Yeah, absolutely. So I think it starts out with these things, but I didn't bother to read all of that, my document that I think is identical to your 206, I didn't read any of those sections though. I was directed back here to security -- mine has security issues on page 10, and I don't think that document -- that document ends there.

Q. No, as a matter of fact, it doesn't.

A. So this is where I began. The rest of it I never read. I was given it last night, so I didn't -- I didn't bother to sit there and read it all night long.

Q. Why don't you hand me that?

A. Which one? This one?

Q. 205.

A. That one?

Page 62

orient you, but when you think of -- because nothing is square in the district. It's all at these weird angles.

When you think about where the main source of the building is and then you slide -- well, let's see. It's often interesting to -- there's got -- I've got to have something here that will show this. I assume you have something that would show the square, the lot, I should say, because it certainly is not square.

Q. I really want to see what you reviewed.

A. Oh, absolutely.

Q. Not what I reviewed.

A. Okay, here we go. I think I've got the right -- is this --

Q. Yes.

A. This is 209.

Q. Yes.

A. So this has been entered in, but this I was given.

Q. Let me just make sure we're looking at the right thing. Yes.

A. Is that the right square?

Q. Yes.

A. I highlighted it, so --

Page 63

Q. Isn't there a big open court in the middle of that?

A. I don't know.

Q. Isn't there a big open space in the middle of that?

A. Well, big and open is two different things. It looks on this design as if there's an open space. How big is it relative to the building is in my view kind of debatable. And then, from my understanding of going -- driving around it, there's kind of two reasons why I debate that point. One is that it shows as an open space, a space on this north -- I'm sorry, southeast corner, according to this map, it shows it as open space, yet I know from driving there yesterday and looking at it that there are homes there, so that's not an open space.

Q. Right. What I'm referring to --

A. Hang on.

Q. I'm sorry.

A. And then what I also know going down Virginia Avenue to the corner is that there's another condominium complex there which on this map is shown as open space. So I knew those two things, so I had no idea until I viewed it yesterday that that condominium didn't go right in and up against

Page 64

that abutment. Are you following me?

Q. Yeah.

A. And so I knew because I had seen it in some document that those townhouses were there and I knew there was a condo there, so I -- I did not know until yesterday whether that condo fit in there, and there was nothing. It was just one big solid block of building.

Q. But now you know that the condo does not go into the space.

A. Right, but what I saw yesterday, what may be in the final plan, I don't know, but what I saw yesterday was a construction site.

Q. Sure.

A. And what I was told was that that area becomes a parking lot for the condo. It will be graded and there will be parking spaces in there for the condominium, so my information is that's not recreational space. That's not someplace where you're going to throw a frisbee, throw a football, have a touch football game, that kind of thing, from what I saw. Now, again, I see it from construction. I didn't get out and walk through the construction site obviously. They were working with heavy equipment.

Page 65

Q. Would the existence of retail venues inside of the building be something that you think would be helpful?

MR. HANNON: To what? Objection to form. And when you get a chance, if we can just take a quick break?

BY MR. POLICY:

Q. You're talking about recreational space, a place for people to go and congregate?

A. Yes, I'm sorry.

Q. Would the existence of retail venues in the dormitory that's being built in the square 43 be helpful in that regard?

A. No, I think what my point is is that there's a certain amount of energy that college kids have, physical -- a certain amount of energy, and that's what I'm referring to, an area where they can work that off. I think there's a different recreational value to what you're talking about in the retail world.

I don't know whether you're referring to coffee shops or those kinds of things, and certainly as gathering places to sit with your friends and talk over things, study, those are helpful, but it's a different venue than what I'm talking about with

Page 58

that they are fairly typical of a private university police organization.
Q. Do they do a good job of controlling student misconduct?
MR. HANNON: Objection to form.
A. I think -- again, I think it's contextual, so -- and it's relative to what environment we're talking about. So for instance, if you say within a certain parameter of -- internal, if you will, like to the residence halls, there's nothing that indicates to me that you're out of a norm of kind of things in the residence halls.
Out on the street corner, you know, are they using the pedestrian crosswalks and crossing with the lights and all the other things because they're in a major city? I'm not sure how Delores' department could really affect that since it's city streets and they don't have any jurisdiction over the city streets.
Q. Exactly, exactly.
A. I think though contextually, what I kind of observed and the information that's been given to me, part of the difficulty I think in doing Delores' job and her staff's job is this -- this issue of where they can act and where they can't act in

Page 59

controlling the students' behavior. See, I don't think -- my sense of all the things I've read and what I've been told, there's not an unwillingness on Chief Stafford's part or her staff's part to engage the students. The difficulty becomes where they are at the time of the engagement.
Q. What you're referring to is, for example, the university police at G.W. cannot give someone a traffic citation on a public street?
A. Exactly.
Q. If someone is standing in the public street, they can't arrest them.
A. Right.
Q. If they are arrested, they can't transport them to the second district police station.
A. Right.
Q. So these are legal restrictions that the university has.
A. Right, exactly.
MR. HANNON: Objection to form.
A. But also, the way the university goes about -- the way it builds, the way it -- one of the things that absolutely strikes me as I walked around yesterday and as I drove around yesterday or was driven around yesterday and the other times that

Page 60

I've been on the G.W. campus where I've walked a considerable amount of it on foot, is there's a building and there's a sidewalk and there's a street, and there's not a whole lot of recreational space adjacent to the living areas of the students.
I was struck yesterday by -- Thurston Hall is I believe the largest one with I believe over a thousand beds and it's situated -- I mean, its front door's right at the end of the sidewalk and it's situated and it's a solid building. Now, I didn't go in it because it's access controlled and that would have been, you know, inappropriate for me, but near it, there is no place except the street itself, if you will, that's an open area.
Q. And that's typical of downtown universities such as New York University, isn't it?
MR. HANNON: Objection to form.
A. I don't know enough about New York University to make that. What I can compare it to is the ones that I know of. The University of Pennsylvania tends to build its buildings in a quad form so there's an interior open quad.
The -- MIT has residence halls but there -- immediately adjacent to their residence halls is usually some open space. The University of

Page 61

Wisconsin has tremendously large residence halls. We have several that are over a thousand, but the second you walk out the front door of that large building, you've got green space, you've got recreational -- outdoor recreational opportunities, basketball courts, picnic tables, grassy knolls. Immediately across the street, you have another grassy area. Across the street from that you have a volleyball -- several volleyball courts, and these are right -- you walk out the door and that's what you're stepping into, so they're not playing in the street because they have other alternatives.
Q. Let's direct our attention to square 43, and you're aware there's a large dormitory building built there?
A. Right, I drove by there.
Q. Is there a court in the middle of that dormitory, do you know, an open court?
A. Well, right now it's under construction.
Q. Sure, but I mean is it designed to have an open court?
A. Somewhere in all of this, there are the floor plans to that building. My recollection is that it's not an open court. There's a loading dock off the back of it, and if -- I don't know how to

Page 54

accountable to discourage the behavior hopefully in the cases that I've read where some of them are very inebriated, getting them medical attention so that they don't die from alcohol poisoning. I mean, law enforcement isn't always a negative consequence. There's often very much a positive consequence to greater law enforcement.

And so when I see the numbers of alcohol incidence rise and decline, I want to know more. I want to know well, is there a new enforcement underway. And that's often what happens at Wisconsin. We have kind of the standard run-of-the-mill enforcement, but then we get federal grants and we go after, you know, cops and shops, we have a -- we have a bar on campus. It's run by the university, and so we go in, you know, plain clothes police officers and arrest people who are under-aged drinking. And so, you know, if I have the money to do that, I get those kind of enforcement numbers. If I don't have the money to do that, I don't get those enforcement numbers. It doesn't mean that it isn't going on.

Q. Let me ask you a global question.

A. Sure.

Q. Do you think that the law enforcement at

Page 55

The George Washington University by the university police is up to the accepted standards?

A. I think that -- this is kind of a multi-layered question -- or multi-layered answer, so bring me back to your question if I don't get it --

Q. Okay.

A. -- which is in many ways, looking at what I've looked at, yes, and in other ways in information that I have or have been given or been told to assume is in fact -- or is a fact, I think that they struggle with things that would be expected given the circumstances. In other words, I think they struggle with employee turnover in the police ranks and in the security ranks.

It strikes me that from what I've been told of the wages, that those wages are not a career kind of making wage if you're thinking about spending 25 to 30 years in law enforcement, and so given those two things, I think Chief Stafford is often -- my presumption is is that Chief Stafford is often faced with a certain amount of vacancies and shift shortages that she's got to contend with.

When you're running your minimums, it holds you tighter to the vest of your options. If

Page 56

you have an absolute minimum that you have to have on duty and that's all you can muster, you don't have as much flexibility to put into place new programs or new initiatives or new enforcement measures.

The other is the training. When you lose people quickly or there isn't -- there's some retention issues with folks, they're going out the door almost as quick as you get them trained, and until they're really trained, they're not as big an asset to you as if they're just riding with a senior officer to be trained. Instead of having two people out there, you really only have one unit out there because that trainee is not really a viable person that can go out on their own and spread your coverage or spread your enforcement pattern.

Q. Are you seeing that occurring at the George Washington University?

A. Yeah, sure.

Q. From the statistics you read?

A. Yeah.

Q. Okay.

A. And information I've been given. So the point is is that I think that given what Delores -- given the cards Delores has been dealt by the

Page 57

university, I have tremendous respect for Delores and tremendous respect for the job that she does and that her officers do. That's not -- for me, that's not a question.

I think there is a question though of what is it that the university is giving to that organization in order for them to get the job done, and also in the larger context, something that maybe they don't control, but what are the rules and regulations that the District of Columbia places upon them in order for them to get the job done or for them to struggle to get the job done.

Q. Well, taking all those into account, because what you're saying is reality --

A. Right.

Q. Taking reality into account, does the law enforcement agency at the George Washington University do a good job?

MR. HANNON: Objection to form.

A. Well, yeah, if we take everything into account, which is I've asked for the operating procedures and I have not gotten them so I haven't read them, so that's a huge gap for me to make this -- this leap, given the crime reports that I've seen and the response to the crime reports, it strikes me

Page 50

someone else or the officer sees the incident and arrests someone.
A. Or under Clery, there's a whole other kind of definition of security official.
Q. Uh-huh.
A. And so they could learn of it as well. So I guess -- in the way I think of it, and this may not be helpful to you so you can ask another question for me to clarify, but what I see when I see the number is I see that the university in its global sense, the big U, okay, has been made aware of a larceny, of a sexual assault. Now, that may have been the police, and in most cases it's going to be. That may have been the dean of students' office, that may have been a particular professor in a particular class who knew that their student was hurt in some way or victimized in some way.
So what you have is a number, and that shows the number of times it was reported. What usually shows as good or better law enforcement is if that number is reduced over a period of time and it -- or it declines in some -- some way.
So if you start out with a thousand of something, it's better when it's at 500. I mean, just because you have that many fewer --

Page 51

Q. Well, just to take one example, the incidence of alcohol violations at the University of Wisconsin has been increasing year by year, has it not?
MR. HANNON: Objection to form.
A. The incidence of --
Q. Yeah. The Clery Act statistics reported for alcohol violations has been increasing year by year, has it not?
MR. HANNON: At the University of Wisconsin? Is that your question?
BY MR. POLICY:
Q. Yes. Not to be critical, but it's an observation.
A. No, no, oh, no, but -- yeah, the answer to your question is yes, and alcohol -- and that's why I said let's take alcohol out of the numbers game for a minute when I was talking about the larcenies. Alcohol is a different phenomenon because I think it does in some ways get to the other point that you raised, a question that you raised, which is about law enforcement.
As an example, if George Washington -- if Delores as the chief says look, alcohol's a problem all over the United States, it's not unique to G.W.,

Page 52

it's everywhere, but we're going to take on a new program or a new initiative and we're going to go and we're going to try to get into the residence halls, we're going to try and stop and see if the drunken people on the street are students or non-students. If they're students, we want to engag them because this is scary behavior. If she goes after some program like that, her numbers are going to go right up because that is a direct result of enforcement, much more so than a result of incident-based.
So let me give you a theory and then you ask me questions about it. Let's say the theory is is that the G.W. students drink X amount, and X amount of them drink, and so let's just say that's 2,000 students a week, under-aged drinking. I don't know whether that's a realistic number or not, but just for this example, 2,000 of them do. Potentially if Delores could catch every single one of them, which God love her if she could, but if she wanted to catch every single one of them, the end for the week would be -- 200 or 2,000. It would be equivalent to the number of violations, 2,000.
Now, the reality of it is is you can never catch them all, and I don't even know that you'd

Page 53

want to catch them all, but you begin to do enforcement. And so let's say that's a hundred in a given week, but you start a new initiative, you get new funding from the university, you get maybe more officers, your staff is increased, they fund you special overtime amounts, you put together some maybe awareness program of education, a whole series of things that you can do.
All of a sudden, your numbers are at 200, and the university turns and says well, wait a minute. We're trying to get you to prevent alcohol issues and alcohol use and abuse. Instead, the numbers are going up. This isn't -- everything we're doing is failing because the numbers are rising, and that's a false comparison.
Q. That's deceptive.
A. Because you don't -- the 2,000 may have actually dropped to 1,500 through your efforts, but you've caught 200 instead of 100, so overall, your numbers are actually better -- you're actually improving the quality of life, but you're catching more at the lower end of the spectrum.
Q. And putting them in some type of -- possibly into some type of treatment program?
A. Sure, education, or holding them

Page 46

different way. Unless you look deeper, you can't really --
Q. They're not meaningful comparisons, in other words.
A. Right. Now, you can do it kind of on uniform -- if you believe, if you work off the belief, which depending on where you are and who you are, it can be a bigger leap of faith, but if you work off the belief that the uniform crime reports of the FBI are a standard definition that everybody ought to be using, you could then try to make a comparison off of those and only those statistics, but again, that's like murder, you know, zero, robbery, and some people call robbery, you know, larceny. Again, it's how you categorize it.
Q. And they don't really give you a good view of reality then, do they?
MR. HANNON: Objection to form.
BY MR. POLICY:
Q. You can answer that question.
A. No, I -- I was just trying to understand what you meant by reality.
Q. Well, the FBI uniform -- the uniform crime statistics and the Clery Act statistics, you'd agree with me, wouldn't you, that they don't show you the

Page 47

reality of a campus. They show you what they are, a set of statistics, a set of numbers?
MR. HANNON: Objection to form.
A. Well, they show you the statistics. That's what -- they show you a count of what they've decided needs to be counted.
Q. But in order to really determine whether this was a campus that was out of control or not well run, you'd have to get down to the day-to-day review that you did, riding around in the car and discussing with the campus officials what happens here; isn't that right?
MR. HANNON: Objection to form.
A. Well, it certainly would be helpful. I mean, I think you would draw -- you can certainly look at numbers and have a sense. For example, typical of any university, G.W. has larcenies, thefts. Theft is usually, and I can't think of a time when this hasn't been the case in my experience. It's usually the number one crime on a college campus, is -- I mean, if you forget about under-aged drinking for a second, because I don't necessarily think that's a crime in the sense of a larceny being a crime. Larceny's it. Again, if you take alcohol out of the equation, larceny's it.

Page 48

And so when I look and I -- I should probably refer to the actual number in fairness to Delores, but when I look at the number of larcenies at G.W., you get a sense of how much energy has got to be going to trying to prevent that, because that's the leading --
Q. No, I see what you're saying.
A. Bar none, I mean, that's got to be a leading issue at G.W., is theft. It's -- certainly is a leading issue at the University of Wisconsin Madison. It certainly was the highest statistic, again, taking alcohol out of this, at the other universities in the district. Now, exactly how high in comparison to G.W., I'd have to look at the numbers and tell you the exact numbers, so I could sense it, but when I looked at American's, when I looked at Georgetown's, when I looked at Catholic University, when I looked at Howard University, when I looked at the University of the District of Columbia, larceny is going to be their big number. I mean, that's a reality when you have thousands of people moving around a space and some of them have very portable items that can be taken, laptops, C.D. players, et cetera et cetera.
So you get a flavor of -- in answer to

Page 49

your I think original question, you get a flavor of what -- what's going on on the campus by looking at those numbers. Does it give the total picture, no, and I think I've said that enough times this morning.
Q. But the fact that the numbers are high --
A. Yeah.
Q. -- is not necessarily bad, because it could show good law enforcement; is that right?
MR. HANNON: Objection to the form of the question.
A. Well, no, I'm not -- I'm not seeing how that translates to law enforcement. It could be -- it could be high reporting.
Q. Right.
A. Not necessarily an equation to good law enforcement.
Q. In order to be reported in the Clery Act, somebody has to be either arrested or there has to be a complaint filed, right?
A. Right.
Q. And that's done either to --
A. Or somebody has to be told of it.
Q. Right. That's either done either to or by an officer. The officer's either told that by

Page 10

people who are locked out of their offices, they respond to fire alarms. They do much more of what the old style of watchman kind of thing that you would think of, the more traditional shaking of the doors and checking to make sure things are locked up or things are secure.

Q. The secure staff are not students, for example?

A. No.

Q. They're employees?

A. No, they're employees of the state.

Q. You mentioned a jurisdictional difference between the local off-campus police and the police staff at the University of Wisconsin. What is the jurisdictional difference between them?

A. Well, in Wisconsin, the university's authority is on its property that is owned, rented or leased; however, the University of Wisconsin police officers are also Dane County deputies, so therefore, they have complete police authority throughout the entire Dane County area, which is the county that we reside in.

The City of Madison police have the city jurisdiction, and then they too are also considered Dane County deputies, so they too have jurisdiction

Page 11

across the county. The difference lies in how you enforce ordinances really. In other words, if you're a city police officer and you're in a city street, you would enforce the city ordinances. If you're a university police officer on the university, you would enforce the administrative code, which I talked about that comes from the Board of Regents.

Now, the administrative code and the Board of Regents doesn't apply in the City of Madison even though you might be a university police officer in the City of Madison. The City of Madison ordinances don't apply on the University of Wisconsin because that's a state property.

Q. State law would apply on the campus?

A. Right.

Q. So that for example, if there were an armed robbery on the campus at the University of Wisconsin, the police officers under your supervision could arrest the person accused of doing that?

A. Oh, yes, absolutely.

Q. And then similarly, if there was an incident that didn't involve a crime under the Wisconsin statutes but was a violation of the code

Page 12

of conduct, your police officers could take that person into custody on campus if it was warranted?

A. The administrative code, right.

Q. The administrative code.

A. Uh-huh.

Q. Does your office have any interaction with -- well, let me back up. Does the University of Wisconsin have a student judicial department that, internal to the university, takes allegations of charges against students and has a hearing on them to determine what the university will do to them? Is there such a department at the university?

A. Yes.

Q. And what interaction does your office have with that office?

A. What we do is we -- when the police officers go out and have an interaction with anybody, you know, usually those things get documented. Not every interaction obviously. If you're giving somebody directions, you don't document that, but any kind of case that is written up, anything involving a student goes to the Dean of Students' office, which is where this student judiciary resides.

They pick and choose the ones that they're

Page 13

going to follow up on. It differs I think from the -- what I can gather about the George Washington process. What I can gather about the George Washington process is that the police department here at G.W. makes kind of an affirmative referral, at least that's what the inference is when it says referred to, I get the sense that they're making an affirmative referral into the student process.

We don't make affirmative referrals. We give them everything that comes in and then they decide what they're going to act on and what they're not going to act on. We use the legal process. In other words, we arrest them and take them into a court system. If the university wishes to follow up, they can do that, but the police at the University of Wisconsin take them right into the same court system they would a non-University of Wisconsin person. They're not treated any differently from one to the other.

Q. That would be for incidents that are violations of a Wisconsin criminal statute.

A. Or administrative, that administrative code.

Q. The administrative code would result in a criminal prosecution as well?

Page 6

A. Yes.
Q. I'll ask you some questions. If you don't understand my question, just ask me and I'll try to clarify it, and if you need to take a break at any time, just let me know that and we'll stop.
A. Okay.
MR. POLICY: The next exhibit would be number 204 for the defendants, and it's the notice of deposition of Ms. Riseling.
(Defendant's Exhibit No. 204 was marked for identification.)
BY MR. POLICY:
Q. Have you seen that before?
A. No.
Q. It's a notice of your deposition today. Now, there's a document production request attached to it, but I think that's been superseded by some other documents which we'll get to, so let me get to those. Exhibit 205 is your resume.
(Defendant's Exhibit No. 205 was marked for identification.)
BY MR. POLICY:
Q. Now, the reporter's handed you Exhibit

Page 7

205, and -- I'm sorry. Are you reading something?
A. Well, I've never seen this before, so did you want me not to read it or did you want me to read it?
Q. We'll go on to some other documents that I think will cover the areas that are set forth in the notice of deposition.
A. Okay.
Q. Take a look at the resume. That's what's been produced to us as your resume. Then I'll ask you a few questions about it.
A. Sure. Okay.
Q. Is that an accurate and up-to-date copy of your resume?
A. Yes.
Q. Is there anything to add to it or delete from it?
A. I haven't read my own resume in a while. I wouldn't think there would be anything.
Q. Is it accurate?
A. I believe it is, yes.
Q. And it says that you're currently the chief of police at the University of Wisconsin at Madison?
A. Yes.

Page 8

Q. And that you have held that position from March of 1991 through -- it says through August of 2003. Are you still the chief of police at the University of Wisconsin at Madison?
A. I have a joint title, which I think is explained above in the Associate Vice Chancellor for Protective Services, Chief of Police.
Q. All right, but you still discharge the duties of the chief of police at the University of Wisconsin?
A. Yes.
Q. And in that capacity, would you briefly describe what you do?
A. As the chief of police?
Q. Yes.
A. I run the police department for the University of Wisconsin that has a 24-hour dispatch center, it has security staff, it has police staff, records, administration, information technology, the budget, personnel aspect of running the police department. We enforce the laws of the State of Wisconsin, the code of conduct laid out by the Board of Regents of the University of Wisconsin, which is a state administrative code. We do pretty much all the things you would think of as any traditional

Page 9

police department. We're a full-service police agency. We investigate crime, we're armed, sworn.
Q. Are the officers at the University of Wisconsin state police officers?
A. Yes.
Q. They are. They're not just special police; they're actually state police officers?
A. Right.
Q. All right. You made a distinction between a security staff and a police staff. What's the difference between those two?
A. The police officers are police officers, state-employed police officers. So when you think of them, you would think of any police department that you can think of in any city in the country. They go through a state-sanctioned police academy, they're armed, they're trained in defensive and arrest tactics. They're trained in criminal law, vehicle traffic law. There's no difference between the University of Wisconsin Madison police and, say, the City of Madison police except for the jurisdictional difference.
The security officers are non-sworn, non-armed security staff who do much more of a security function. They lock buildings, they help