GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF PLANNING

Office of the Director

Memorandum

ZONING COMMISSION
District of Columbia
Case 02-50C
EXHIBIT 31

D.C. ZONING COMMISSION
2003 JUN 20 PM 3:01

TO: District of Columbia Zoning Commission

FROM: Andrew Altman, Director
Office of Planning

DATE: June 20, 2003

SUBJECT: Final Report - Zoning Commission Application #02-50C (St. Luke's Condominium) Consolidated PUD and Related Zoning Map Amendment

---

APPLICATION

St. Luke's Condominium, LLC (Applicant) seeks approval of a consolidated Planned Unit Development (PUD) and related map amendment for the development of a residential building with 44 units. A portion of the subject property is currently developed with the St. Luke's United Methodist Church. The site is in the Naval Observatory Precinct District (NOPD) with the R-1-B District as the base zoning (NOPD/R1-B). The applicant requests that the property be rezoned to the NOPD/R-5-B District to accommodate the proposed development.

OFFICE OF PLANNING RECOMMENDATION

The Office of Planning believes that the proposed consolidated PUD and related map amendment is not inconsistent with the requirements of the Comprehensive Plan and will bring needed housing to the District. The proposed rezoning promotes a sound land use pattern in the area. Therefore, OP recommends that the application be **APPROVED** with the following conditions.

1. Continue to refine the Landscape Plan based on the Exhibit C of the Pre-hearing statement and submit prior to proposed Zoning Commission action.
2. Provide a Roof Plan with dimensions and proposed setbacks.
3. Provide agreement for the procedure under which the Traffic Island will be improved.
4. Provide a signed Construction Management Plan.

DESCRIPTION OF THE SITE AND SURROUNDING AREA

The subject property is an irregularly shaped lot at the northeastern corner of the intersection of Wisconsin Avenue and Calvert Street and is approximately 1.79 acres (Square 1935, Lot 815). The site is currently developed with the St. Luke's United Methodist Church and is accessed from Calvert Street.

ZONING COMMISSION
District of Columbia
CASE NO.02-50
EXHIBIT NO.31

The church is centrally located on the property with a parking lot on the east. The western portion of the site is vacant and is either paved or grassed.

The area surrounding the site is a combination of residential, commercial, and institutional uses. To the west of the site, across Wisconsin Avenue, are a large, 9-story, apartment building and the Russian Embassy both in the R-5-B District. Immediately north of the site is the 8-story, Savoy Hotel; further north and east the neighborhood is developed with single-family detached houses in the NOPD/R-1-B District. To the south, across Calvert Street, are the Guy Mason Recreation Center and the 2-story office building that house the International Union of Operating Engineers, Local 9, also within the NOPD/R-1-B District. South of the site and fronting on Wisconsin Avenue are predominantly neighborhood serving, commercial retail uses. (Attachment A)

PROPOSAL

The proposal is to develop the site with a 4-story plus English basement, 44-unit building on the western portion of the site. The building will have 2 below grade levels of parking at a ratio of 2 spaces per unit, a loading dock, a roof terrace and a 5,000 square feet of green roof system. Additionally, the site will be heavily landscaped along with a landscaped court to the rear of the building. The zoning and PUD standards apply to the entire overall 78,000 square feet site. However, later the property will be divided into two tax lots: the "church lot" that will be 48,000 square feet and the "development lot" that will have an area of 30,000 square feet. Improvements to the church lot will be limited to landscaping and improvement of the parking lot.

In order to build the project, the applicant is requesting approval of the following:

1. A zoning map amendment from the NOPD/R-1-B to NOPD/R-5-B:
2. Relief from the roof structure requirements of Section 411; and
3. Approval of a consolidated PUD.

Note: In the original application the applicant had requested relief from the rear yard requirements. However, following further review it was determined that the northern side of the property which was thought to be the rear of the property was in fact the side since the building was oriented to Wisconsin Avenue. The building therefore meets the rear and side yard requirements.

ZONING

The site is currently zoned NOPD/R-1-B. The NOPD was established to promote the "public health, safety, and general welfare on land adjacent to or in close proximity to the highly sensitive and historically important Naval Observatory . . ." The R-1-B District is designed to "protect quiet residential areas developed with one-family detached and adjoining vacant areas likely to be developed for those purposes."

The R-1 District does not have a maximum FAR designation. However, based on maximum height and lot occupancy requirements, the subject site could be developed at a maximum FAR of 1.2 or 93,000 square feet. The buildings on the site will have a FAR of 1.27 or 99,141 square feet, which is 5,541 square feet above what is permitted by-right and therefore the proposed development is closer to the intensity allowed by-right than allowed under the R-5-B District.

The proposed development of the site is not contrary to the purpose the Naval Observatory Overlay. The proposed R-5-B District permits flexibility of design and all types of urban residential developments at a moderate height and density. The applicant is requesting a rezoning to the R-5-B zone with a PUD to accommodate a multi-dwelling use on the site in keeping with the urban nature of Wisconsin Avenue. The NOPD stipulates that a PUD in this overlay shall not be permitted to exceed the 40-ft. height limit or the area, bulk, and yard requirements that apply in the underlying zone (Section 1534). The following table is a comparison of the development standards of the NOPD/R-5-B zone and the proposed development:

Table 1

	NOPD/R-1-B Standards	**NOPD/R-5-B Standards**	**Proposal**
Area	5,000 sq. ft.	N/A	78,000 sq. ft. (30,000 sq. ft for the new development)
Height	40-ft./3 stories	40 ft.	40 ft.
FAR	N/A (however, lot occupancy and height limitations yield a FAR of 1.2)	1.8	1.27
Lot Occupancy	40%	60%	36%
Rear Yard	25 ft.	4"/foot of vertical distance from the mean at the middle of the rear of the structure to the highest point of the main roof or parapet wall, but not less than 15 ft.	24 ft. 11.5 ins.
Side Yard	8 ft.	None. If provided, it must be at least 3 ins. wide per foot of height, but not less than 6 ft. wide	10 ft.
Parking	1 space per dwelling unit	44 Condo units - 22 spaces Church - 48 spaces provided	Condo – 110 spaces Church - 48 spaces

Section 5-413 of the Zoning Act sets out the criteria that the Zoning Commission must apply in adopting zoning regulations. The underlying purpose of the regulations is "to promote the health, safety, morals, convenience, order, prosperity, or general welfare of the District of Columbia and its planning and orderly development as the national capital." The Zoning Act also requires that zoning with the condition that should not be inconsistent with the Comprehensive Plan.

The R-5-B District on the property will allow the development to be at a scale that does not negatively impact the existing residences and is consistent with the intensity of the adjacent neighborhood. The proposed map amendment coupled with the accompanying PUD is intended to facilitate a site-specific project and the assurance of a quality development.

PURPOSE AND STANDARDS FOR PLANNED UNIT DEVELOPMENT

The purpose and standards for Planned Unit Developments are outlined in 11 DCMR, Chapter 24. A PUD is *"designed to encourage high quality developments that provide public benefits."* The proposed development will be constructed on a property that is currently underutilized and will aid in the objective of the City to increase the number of residents within the City. As will be demonstrated later in this report, along with bringing new residents to the area, the building itself will contribute to improving the character of the community as well as providing amenities that will benefit the community directly.

Pursuant to Section 2402.3, the applicant has elected to file a two stage PUD. The PUD standards state that the "impact of the project on the surrounding area and upon the operations of city services and facilities shall not be unacceptable, but shall instead be found to be either favorable, capable of being mitigated, or acceptable given the quality of public benefits in the project." Based on the information provided, OP believes that the project will be not negatively impact the neighboring community. The proposed PUD site is relatively underdeveloped and the planned unit development approach provides the beneficial site planning and design flexibility that this project requires to be incorporated smoothly into a community that is comprised of a mixture of uses such as single-family detached houses and apartments, office, retail, and hotel. The development will be able to tap into utility services that are on the periphery of the site and level-of-service will not be compromised by the addition of this building. The greatest impact from the development on the community will be traffic and parking. The applicant has taken measures to mitigate this impact which is addressed later in this report and in the DDOT report.

COMPREHENSIVE PLAN AND PUBLIC POLICIES

Section 2403.4 of the Zoning Regulations requires that the application is "*not inconsistent with the Comprehensive Plan and with other adopted public policies and active programs related to the subject site.*" The Generalized Land Use Map recommends the subject site for low density residential with single-family detached and semi-detached housing as the predominant uses. The proposed moderate density residential planned unit development is not inconsistent with the Comprehensive Plan, which outlines the predominant uses for the area but does not preclude the existence of other residential unit types if appropriate. OP believes that single-family detached units would be an inappropriate use for this location based on the fact that it is an infill site, oriented to Wisconsin Avenue, and is surrounded by high-density residents and commercial uses. However, as was apparent from the comparison chart above, the overall density proposed is only marginally more than would be permissible as a matter-of-right under the zoning category that corresponds to the low-density land use designation.

The subject property is a portion of a property that is developed with a church. The property is underutilized because the church is setback approximately 300-feet from Wisconsin Avenue and is oriented towards Calvert Street. This property is the only corner of the Wisconsin Avenue/Calvert Street intersection that is not intensely developed. Further, this location is more appropriate for apartments because of its orientation with Wisconsin Avenue, a busy thoroughfare. A multi-unit building at this location will be more compatible to the adjacent retail, office, and high-rise residential uses at this intersection. The proposed apartment will be of a lower scale and elevation than the existing apartment building across Wisconsin Avenue and the adjacent Savoy hotel. The proposed building and the church will provide a transition to the single-family residences to the east.

The PUD is also consistent with other sections of the Comprehensive Plan including the following Major Themes of the Plan:

- *Section 102 - Stabilizing and Improving District Neighborhoods.*

The proposed development will be on an underutilized property along Wisconsin Avenue, one of the main avenues in the District. The development will contribute to the continued vitality of the neighborhood and will provide additional patrons for neighborhood businesses.

- *Section 106 - Respecting and Improving the Physical Character of the District.*

The existing church is setback from Wisconsin Avenue and the subject site is viewed as a missing tooth along this portion of the avenue. The proposed development will be located closer to the street, similar to existing buildings, and it scale, height, and architecture will complement and be compatible to the mix of uses and buildings along Wisconsin Avenue as well as to the low-density residential community to the north-east.

- *Section 107 – Preserving and Ensuring Community Input.*

The applicant has worked extensively with the residents of the community who are represented by ANC-3B, ANC-3C, the Massachusetts Avenue Heights Citizens Association (MAHCA), and the Glover Park Citizens Association (GPCA). The applicant has incorporated many of their recommendations into the development.

More specifically, the application is consistent with Chapter 3, Housing, of the Comprehensive Plan including the general objective for Housing which is to "*stimulate production of new and rehabilitated housing to meet all levels of need and demand and to provide incentives for the types of housing needed at desired locations*". To support this goal, the Plan establishes policies such as:

- *Section 302.1(a), which is to "encourage the private sector to provide new housing to meet the needs of present and future District residents at locations consistent with the District land use policies . . ."*
- *Section 302.1(e), which is to "encourage housing on suitably located public or private properties that are vacant, surplus, underutilized, or unused . . ."*
- *Section 302.1(f) which is to "encourage the private sector to meet housing needs through the development of infill housing . . ."*

As shown above, the proposed residential development on this site is consistent with recommendation of the Generalized Land Use Map. This property in underutilized and suitable for a development whose scale and size that complements the mix of uses in the area.

Specifically, the application is consistent with the Ward 3 Plan:

- Section 14016.9(a), Ward 3 Plan, which addresses urban design, states that: "*Height-Relate to the overall height of new construction (including additions) to that of adjacent structures.*

As a general rule, construct new buildings to a height roughly equal to the average height of existing buildings. Avoid new construction which greatly varies in height (too high or too low) from older buildings in the vicinity."

- Section 1406.9 (b), states that: *"Scale: Relate the size and proportions of new construction to the scale of adjacent buildings, regardless of size. Avoid new construction which in height, width, or massing violates the existing scale of the area."*
- Section 1409.2(h) states that, to protect the land use character of the ward: *"when development of institutional holdings and large estates or other parcels occurs it is compatible with the physical character of the ward, has no adverse effects on surrounding areas, and is consistent with the Comprehensive Plan."*

The proposed development will be surrounded by buildings of differing heights. To the northeast is the low-density residential community, to the north is the 8-story and hotel, the west a 9-story apartment building, and to the south are 2- and 3-story commercial buildings. The proposed 4-story building will form a transition from the low-density residences to the commercial use along Wisconsin Avenue and also between the high-rise hotel and apartment buildings to the lower scale commercial buildings. The development will be heavily landscaped to buffer the existing residential community.

PUBLIC BENEFITS AND AMENITIES

The objectives of the PUD are to permit flexibility of development in return for the provision of superior public benefits. Besides a small increase in density, the applicant has only requested a deviation from Section 411 that addresses the roof structure requirements. The building will provide two separate elevator cores and in order to accommodate the green roof structure, the structures that will house mechanical equipment and elevator override equipment will be located at the edge of the building on the terrace side. The proposed locations will cause the roof structures to be screened from Wisconsin Avenue and Calvert Street and therefore reducing their visibility. The applicant contends that the visibility from the north will not negatively impact the residents.

The applicant should provide a roof structure plan that has dimensions to allow OP to effectively review the requested deviations.

Sections 2403.5 through 2403.13 discusses the definition and evaluation of public benefits and amenities. Public benefits are "superior features of a proposed PUD that benefit the surrounding neighborhood or the public in general to a significantly greater extent than would likely result from development of the site under the matter-of-right provisions of this title." Further, "a project amenity is one type of public benefit, specifically a functional or aesthetic feature of the proposed development that adds to the attractiveness, convenience, or comfort of the project for occupants and immediate neighbors."

The following is an assessment of how the proposed development addresses these public amenities and benefits:

(a) Urban design, architecture, landscaping, or creation or preservation of open spaces;

In order to minimize its impact on the single-family neighborhood, the proposed development will be located on the western portion of the site and sited so as to be oriented more towards Wisconsin Avenue.

The 40-ft. high building will be a transition between the 8-story hotel to the north and the 2-and 3-story commercial buildings south of Calvert Street. Similarly, the new building and the church will be a transition from busy Wisconsin Avenue to the single-family detached homes to the west.

The architectural quality of the façade draws from some of the buildings along Massachusetts Avenue. The Calvert Street façade will be constructed of stone, brick masonry and French doors, with wrought iron balconies. The façade will look like townhouses to provide transition to the residential single-family detached homes to the east. The façade along Wisconsin Avenue is reflective of the stately buildings such as the Russian Embassy. The design has been fine-tuned with the input from MACHA to provide a façade that would function as a gateway to the neighborhood.

The applicant submitted a revised Landscape Plan to OP subsequent to the pre-hearing statement after OP requested addition information. The new plan is significantly different, as it has deleted the plantings along Wisconsin Avenue, the courtyard has less plantings, and the design is less attractive and appealing. Further, the applicant has stated that they are providing $80, 000 worth of landscaping on the church parking and enhancing the church's rose garden. However, the plantings shown on the Plan for the parking lot does not seem to total $80,000 and the rose garden and its enhancements are not shown. OP has requested that the applicant provide a Landscape Plan that addresses these issues. (Attachment B-Prehearing Statement Landscaping Plan)

The propose development will result in less open space on the site. However, because of the location of the site, it cannot be expected that there will be extensive open space. The open space on the site is sufficient for the residents and it allows for buffer and transition from the adjacent residences.

OP believes that the applicant can receive some credit for the landscaping they are providing on site, Although enjoyment of the majority of the landscaping will be limited to residents of the development, the adjacent residents, and persons who use the church and not the greater community.

(b) Site planning, and efficient and economical land utilization;

Currently, the property is underutilized as a church lawn and some surface parking. The proposed development will utilize the land more intensely but with a residential use that is not inconsistent with the Comprehensive Plan. It will allow 44 residential units at a major intersection that may otherwise only be developed with 6 dwellings. The 6 swellings would also have 6 curb cuts onto Calvert Street. The project will be setback from the adjacent single-family houses and closer to Wisconsin Avenue and Calvert Street. This is similar to many of the buildings along Wisconsin Avenue. Parking to serve the development will be provided underground parking instead of surface parking that could have utilized a large portion of the buildable area.

(c) Effective and safe vehicular and pedestrian access; transportation management measures, connections to public transit service, and other measures to mitigate adverse traffic impacts;

All vehicular access to the building will be off Calvert Street to minimize conflicts with traffic along Wisconsin Avenue. The existing pedestrian walkways along Wisconsin Avenue and Calvert Street will be maintained and improved for easy pedestrian access. The property is serviced by 7 Metrobus routes

with a bus stop adjacent to the property along Wisconsin Avenue. Additionally, the Woodley Park-Zoo Metro station is located approximately half-a-mile to the north of the site.

The applicant is proposing 110 parking spaces to serve the residents, visitors and workers. The Zoning Regulations require 1 space per two units for a total of 22 units. The applicant has also submitted that based on their market study of the area, a more appropriate parking ratio is 1 space per unit or a total of 44 spaces. However, they are providing 2 spaces per unit plus 16 additional spaces for visitors and building staff. The provision of this parking ratio is to satisfy MAHCA that there will be no parking spillover from this development. OP believes that this is an excessive parking ratio and does not constitute a clear public benefit as the community could be protected with less parking.

The community has expressed concerns that short term parking in front of the building along Wisconsin Avenue and Calvert Street could impeded traffic movements and has recommended that a lay-by be provided in front of the entrance to the building in order to take short term parking off the street. The applicant has studied the feasibility of such a lay-by and has determined that the lane cannot be built because of the following reasons: (See Attachment C)

1. The lane would misalign the sidewalk and pedestrians would be required to walk around the lay-by instead on along a straight path.
2. The lane would be too close to Wisconsin Avenue and queues of two or more cars would block access to the lay-by lane.
3. Motorist exiting the lane and wishing to turn left to go south on Wisconsin Avenue would be required to make an abrupt maneuver that is potentially unsafe.

The applicant has stated that the community concerns will be addressed by directing delivery vehicles into the loading dock driveway that is a short distance to the east of a potential lay-by lane. DDOT has also suggested that the developer to implement landscaping that would discourage disembarkation from vehicles along Calvert Street.

(d) Historic preservation of private or public structures, places and parks;

The subject property is not a historic site and neither is it within a historic district.

(e) Employment and training opportunities;

The applicant has submitted a First Source Agreement to the Department of Employment Services (DOES) (Attachment D). The agreement will allow for 51% of the new jobs created by this project and 51% of apprentices employed will be DC residents. DOES would be the first source for recruitment, referral and placement for new hires.

Secondly, the applicant has submitted a Draft Memorandum of Understanding to the Department of Human Rights and Local Business Development to utilize its resources in providing referrals to local small and disadvantages businesses. (Attachment D)

OP supports both of the abovementioned agreements and believes that this is a public amenity that will serve the community as well as the District as a whole provided it is enforced. The applicant should submit signed, final agreements to the Zoning Commission as a condition of approval.

(f) Housing and Affordable Housing;

The subject property is to be further developed with 44 condominium units thereby increasing the number dwelling units and contributing to the aim of the City to increase the number of residents as well as contributing to the increase in home ownership levels in the City. One of the General Housing Objectives of the Ward 3 Plan is that new multifamily structures should provide housing for elderly and low-moderate income residents. The applicant has chosen to contribute $150,000 to the Housing Production Trust Fund instead of providing the units in this development. The applicant feels that it would not be economically feasible to provide these units within this development because of the limited number of units in the development and the contribution may be more beneficial. The contribution to the Housing Production Trust Fund constitutes a clear public benefit.

(g) Social services/facilities;

The proposed residential development on the remainder of the property will allow the church to continue operations and in turn provide financial resources to continue the many social services that they provide to the community. Some of these include St. Luke's Shelter which provides shelter for a small group of homeless men for up to 6-months; Grate Patrol which prepares and distribute 150 meals to homeless persons on the streets; and the St. Luke's Shelter Next Step Kitchen which is a new program to provide job training in restaurant skills to 6-8 homeless men and women. It is not clear if these services should be included as benefits provided by the proposed development are services that the church currently provides.

(h) Environmental benefits, such as stormwater runoff controls and preservation of open space or trees;

The development will significantly increase the impermeable area of the site. However, the increase in stormwater runoff from the site can be accommodated in existing city facilities. Although the impermeable area has increased, the runoff may now be less because of the extensive landscaping that will be provided both surrounding the new building and on the church parking lot. Environmental benefits will be gained from the green roof system that could help reduce stormwater runoff as well as providing some green space on the roof. On the recommendation of ANC-3B the applicant is to provide a minimum of 5,000 square feet green roof system to be installed on the roof of the building. Green roof systems provide a variety of benefits such as a reduction in urban heat island, improved air quality, delay in stormwater runoff and reduced runoff volumes, and provide green space in urban areas. The applicant has not provided an analysis as to the extent of the benefits that will accrue to this development, such as by how much runoff from the site will be reduced from the installation of such a system. However, the system could only benefit the residents and to some extent the greater community and therefore should be considered an amenity. (Attachment E)

The applicant will reduced the noise impact on adjacent residences by placing all HVAC units in the below grade garage instead of on the roof or on the outside of the building.

(i) Uses of special value to the neighborhood or District of Columbia as a whole; and

Development of the site will be limited to residential use only. This residential development will be of value to the neighborhood and to the City as a whole as to contributes to the City's goal of increasing the number on new housing and in turn increase in the population of the city. Additionally, these are condominium units and therefore homeownership is also increasing. Businesses located south of the site could also benefit from these new residents, as they could be new patrons of these businesses. OP is not inclined to consider the construction of housing on land already zoned for residential use as a public 8amenity.

(j) Other public benefits and project amenities and other ways in which the proposed planned unit development substantially advances the major themes and other policies and objectives of any of the elements of the Comprehensive Plan.

The applicant has voluntarily entered into an agreement with ANCs 3B and 3C, MAHCA, and GPCA on a Development and Construction Agreement. (Attachment F). The agreement covers various measures such as communication between the parties, work hours, damaging construction impacts such as traffic, parking, loading, work hours, and site management. OP has reviewed the draft agreement, supports it, and believes that it is a public benefit to the community. OP recommends that the applicant submit a signed, final agreement to the Commission and that it be made a condition of approval.

The applicant has entered into other agreements to provide other off-site improvements that will benefit the community. These agreements include an agreement with ANC-3B to landscape the traffic island at the intersection of Wisconsin Avenue, Calvert Street, and 37th Street (Attachment G). This is a worthwhile community beautification amenity, however, the applicant needs to provide an agreement with the relevant District agency that they will be permitted to undertake this task.

The applicant has agreed to make substantial financial contributions the MAHCA and ANC-3B. Attachment H outlines the criteria under which the funds will be distributed. MAHCA will be given a donation of $100,000. Of this donation, $50,000 will be designated for improvements to the Guy Mason Recreation Center with the proposed improvements determined by The Friends of the Guy Mason organization. The second $50,000 will be used by MAHCA for designated neighborhood improvements.

ANC-3B will receive $50,000 of which $25,000 will be for streetscape improvements. The remaining $25,000 will be distributed as grants to non-profit neighborhood organizations to provide services in ANC 3B.

COMMUNITY COMMENTS

The applicant has had a number of meetings and discussions with various community organizations such as ANC-3C, ANC-3B, MAHCA, and the Glover Park Citizens Association, to get their input and comments on the proposed development. ANC-3C and ANC-3B passed resolutions on March 24, 2003 and March 31, 2003 respectively, to support the application if the outlined conditions are met. Additionally, MAHCA has a signed development agreement with the applicant for its support if the outlined conditions are met (Attachment I).

The issues addressed in the ANC-3C resolution have been addressed above in this report.

On page 1, III of the Resolution of ANC-3B concerned are raised that the development does not provide any provision for a driveway for temporary parking. The applicant has submitted an analysis that states that the lay-by would not be feasible. Further, DDOT agrees with the developer and advises that the lay-by not be constructed and encourages the developer to implement landscaping that would discourage disembarkation from vehicles along Calvert Street.

On page 2, VI, the ANC recommends the following:

> *"Work with the District of Columbia Office of Planning and its consultant Hellmuth Obata+ Kassabaum on the Wisconsin Avenue Master Plan. The developer shall consult with ANC 3B on the progress and plans for this project and ultimately make a proportionate contribution towards the plan's implementation as it pertains to "beautification efforts" (trees, plantings, etc.) on Wisconsin Avenue between Calvert Street and Whitehaven Street."*

The subject property is not within the boundary of the Upper Wisconsin Avenue Study area (Attachment J) that OP is conducting. In fact, the southern boundary of the study area terminates approximately 1.5 miles north of the site, and therefore will not address the area along Wisconsin Avenue between Calvert and Whitehaven Streets. Additionally, the study is to address land use issues and does to have a streetscape/landscaping component. Neither OP nor DDOT has any funds or plans to do a streetscape study of the area between Calvert and Whitehaven Streets.

OP has reviewed the agreement between the applicant and MAHCA. Many of the recommendations of the agreement have been incorporated into the proposal and are supported by OP. However, OP believes that portions of the agreement extends beyond the capability of a PUD approval and therefore does not recommend its inclusion in the PUD order, but rather stay a private agreement between the developer and MACHA.

SUMMARY OF PUBLIC AMENITIES

The following is a list of amenities that the applicant proposes to provide:

1. Landscaping on the property and the traffic island.
2. 50,000 square feet Green Roof System.
3. Donation of $150,000 to the Housing Production Trust Fund.
4. Development and Construction Agreement.
5. Donation of $50,000 to ANC-3B of which $25,000 will be for streetscape improvements and $25,000 to be distributed as grants to non-profit neighborhood organizations to provide services in ANC 3B.
6. Donation of $100,000 to MAHCA. $50,000 for improvements to the Guy Mason Recreation Center with the proposed improvements determined by The Friends of the Guy Mason organization. The second $50,000 will be used by MAHCA for neighborhood improvements.

AGENCY REFERRALS AND COMMENTS

The Metropolitan Police Department, the Fire and Emergency Medical Services Department and the District of Columbia Public Schools all state that the proposed development will not negatively impact their services or capacity. DDOT's report will be submitted under separate cover.

SUMMARY AND RECOMMENDATION

The Office of Planning believes that the proposed PUD is not inconsistent with the requirements of the Comprehensive Plan and will bring needed housing to the District that will be sold for home-ownership. The proposed rezoning promotes sound land use patterns in the area. Although affordable housing will not be provided on site the applicant is providing a contribution toward such housing. There will be no measurable traffic or parking impact on the neighborhood. The applicant has only requested a minimal deviation relation to the roof structure requirement that should not negatively impact the community.

OP therefore recommends that the application for the requested consolidated PUD and related map amendment be APPROVED with the following conditions.

1. Continue to refine the Landscape Plan based on the Exhibit C of the Pre-hearing statement and submit prior to proposed Zoning Commission action.
2. Provide a Roof Plan with dimensions and proposed setbacks.
3. Provide agreement for the procedure under which the Traffic Island will be improved.
4. Provide a signed Construction Management Plan.

Attachments:

1. Zoning, Comprehensive Plan and Land Use Maps
2. Landscape Plans
3. Lay-by
4. First Source Agreement
5. Draft DOES Memorandum of Understanding
6. Development Construction Agreement
7. Traffic Island Landscaping
8. Contribution Criteria Summary
9. Development Agreement
10. ANC-3B and ANC-3C Resolutions
11. Upper Wisconsin Avenue Study Boundary

AA/mbr AICP

A



Feature Key

- Zoning Boundaries
- Square Index

Zoning Commission Case #02-50
St. Lukes Condominium

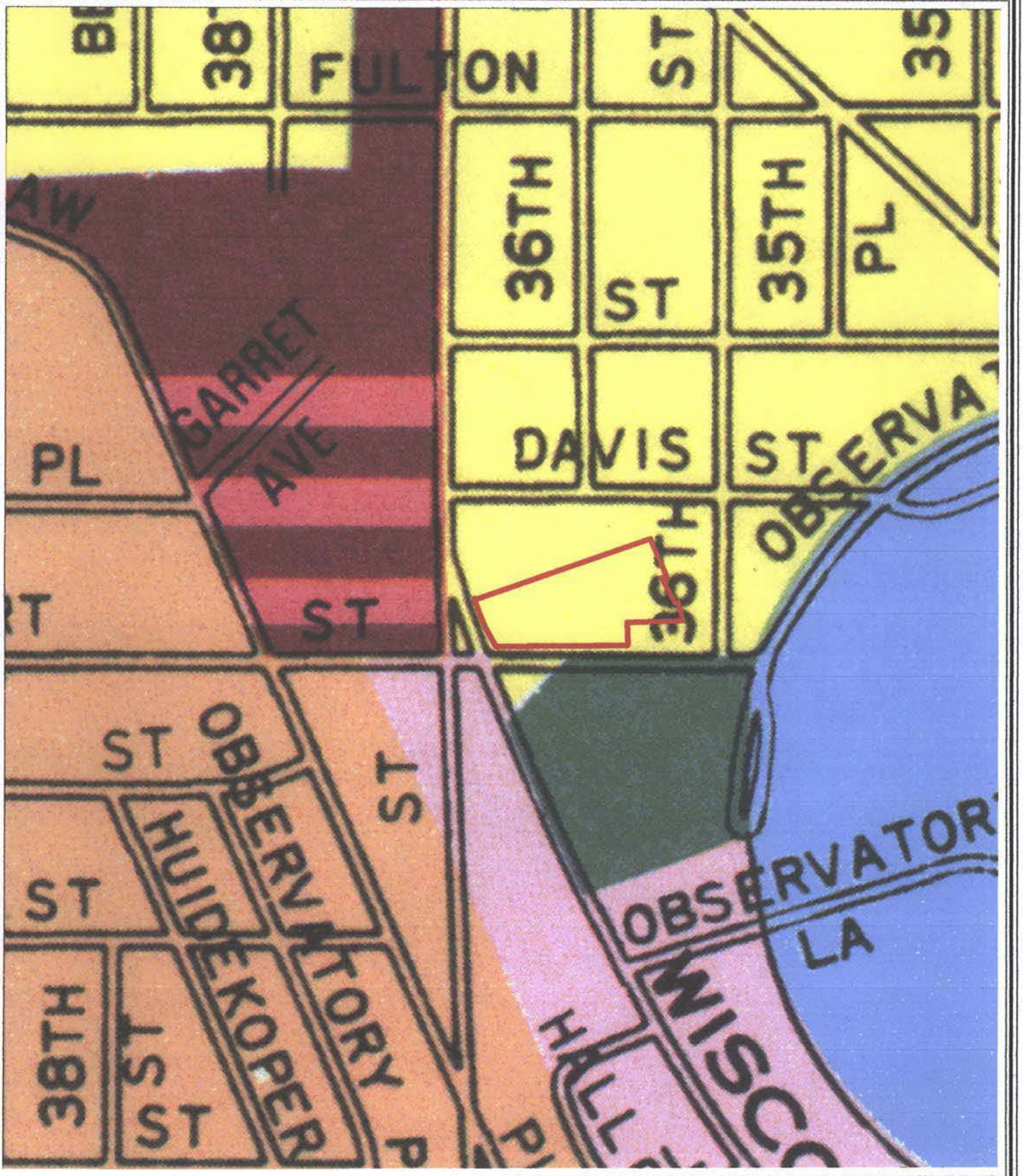
Scale 1:3778

N

250 255075 Feet

DC Office of Planning
December 16, 2002

Attachment 1



Feature Key

Zoning Boundaries
Square Index

Zoning Commission
St. Lukes Condominium

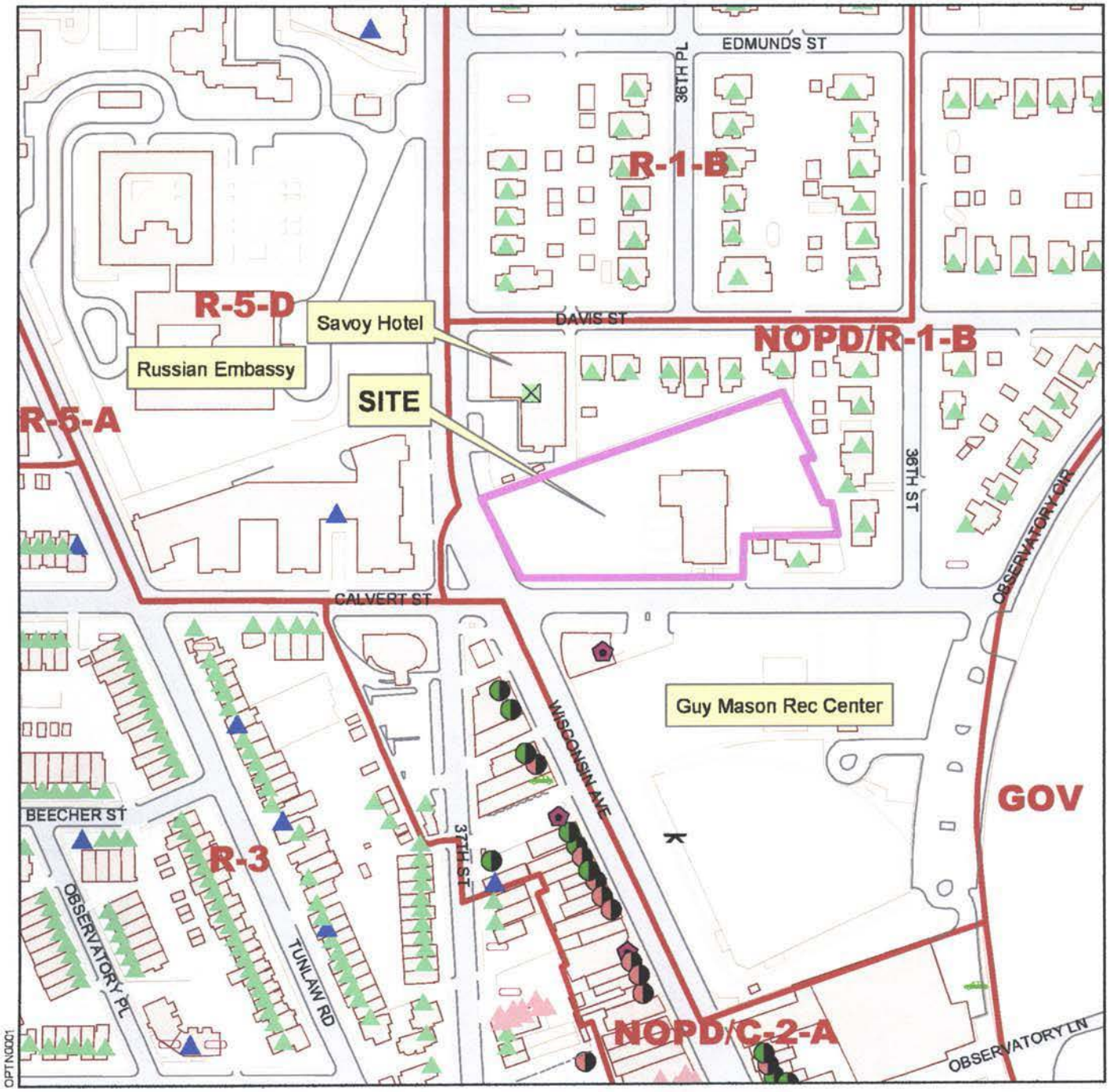
Scale 1:3778

N

250 255075 Feet

DC Office of Planning
December 16, 2002

Attachment 1



Zoning and Land Use
Zoning Commission Case No. 02-50

N

Feet

0 100 200 300

★ ★ ★ Government of the
District of Columbia
Anthony A. Williams, Mayor

Office of Planning ~ May 27, 2003

This map was created for planning purposes from a variety of sources. It is neither a survey nor a legal document. Information provided by other agencies should be verified with them where appropriate.

Land Use Legend

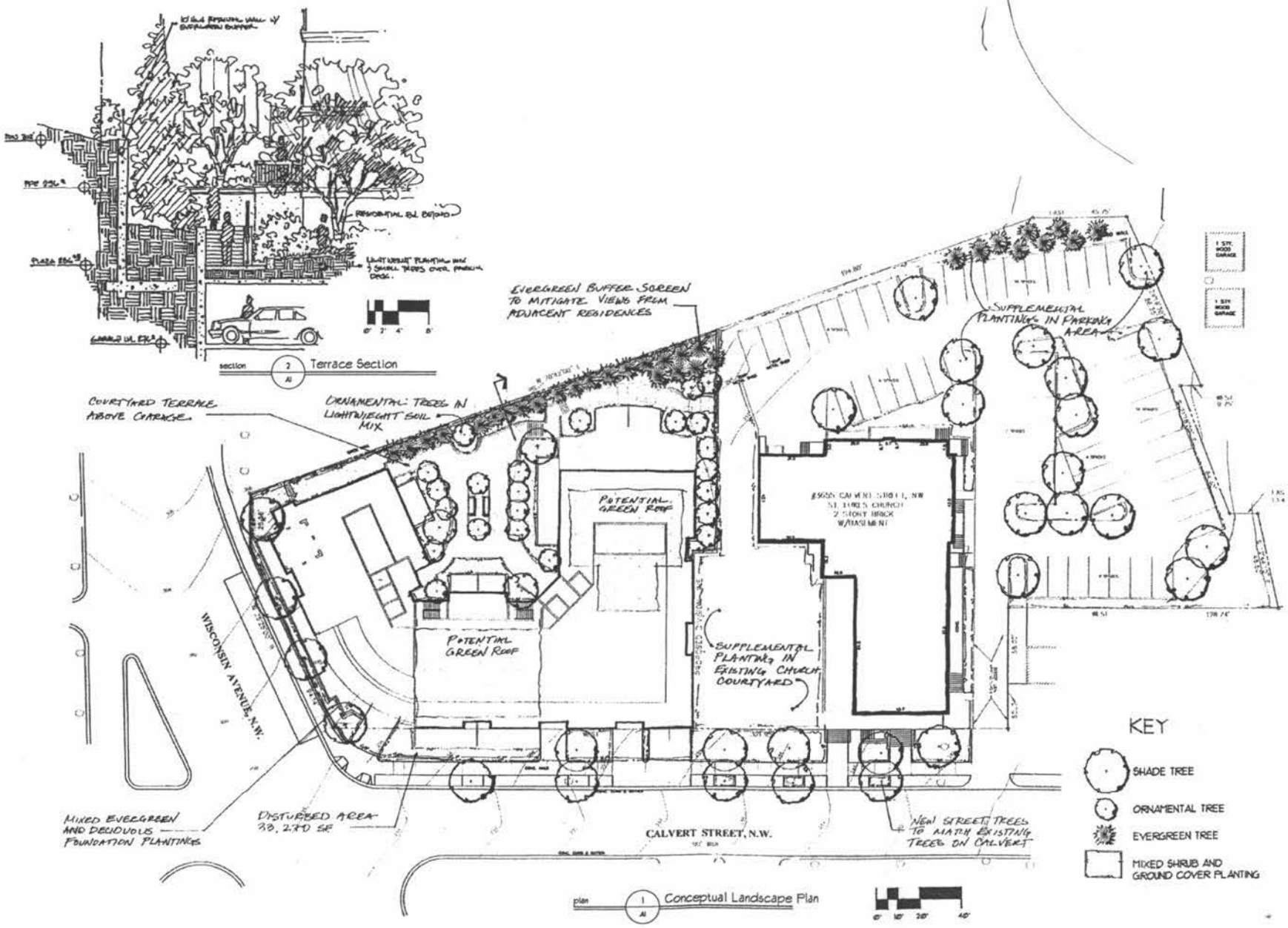
- Non-Conforming
- Single Family Dwelling/Flat
- Res. Condo
- Multi-family Dwelling
- Hotel/Motel/Boarding
- Retail Store
- Restaurant
- Office
- Auto-oriented Service
- Parking Garage/Lot
- Theater
- Industrial
- Religious
- Medical
- Educational
- Public Service
- Museum, Library, Gallery
- Recreational
- Special Purpose
- Vacant



Note: Land Use Info based on OTR records.

Attachment 1





A1

REVISED APRIL 30, 2003
DECEMBER 9, 2002

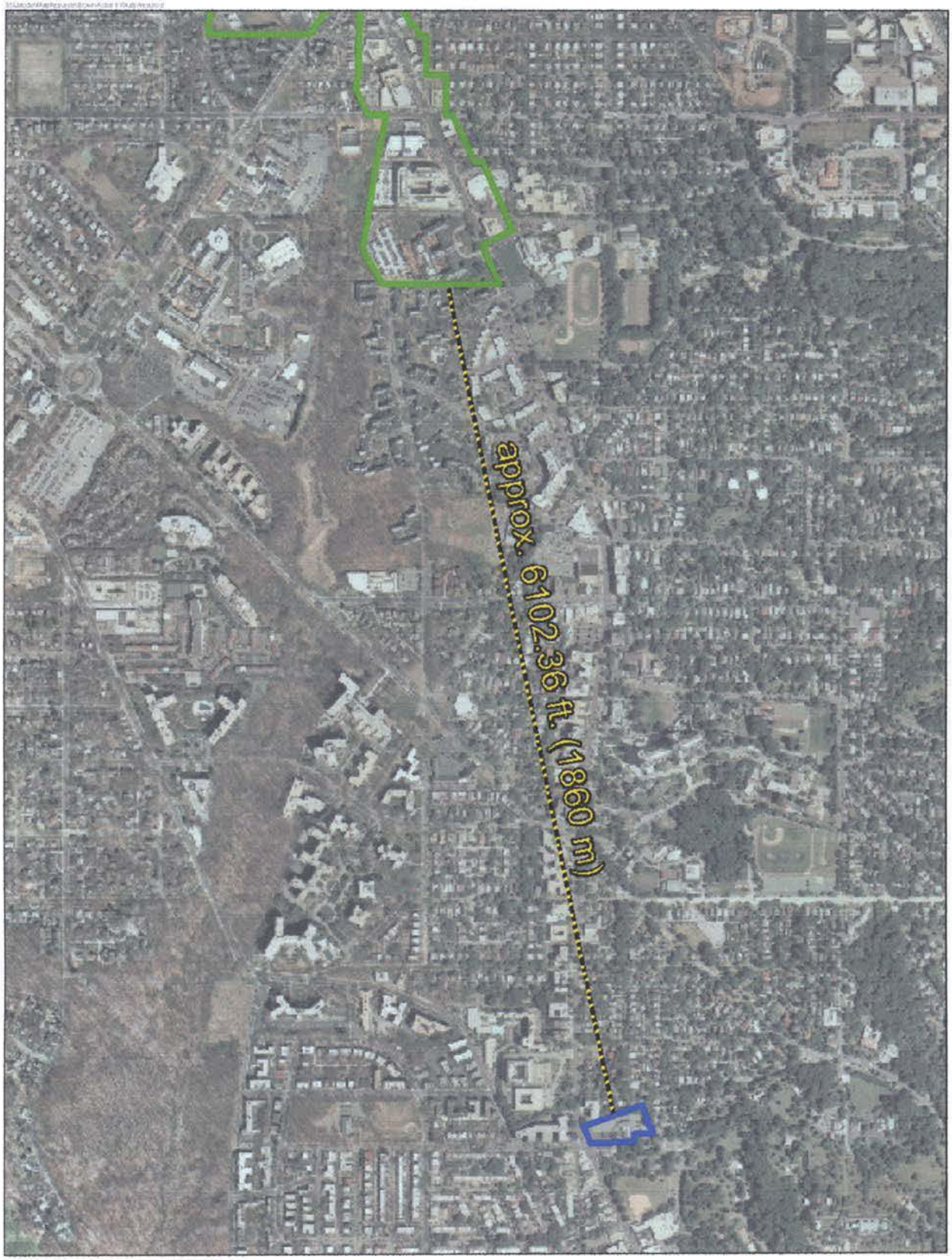
NILES BOLTON ASSOCIATES
ARCHITECTURE
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
PLANNING

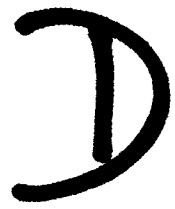
ST. LUKE'S CONDOMINIUM

ST. LUKE'S CONDOMINIUM L.L.C.

A JOINT VENTURE OF WALNUT STREET DEVELOPMENT AND JW PROPERTIES




approx. 6102.36 ft. (1860 m)
Study Boundary
Site
0 187.5 375 750 1,125 Feet
N



FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: Z.C. Case No. 02-50

Contract Amount: _____

Project Name: St. Luke's Condominiums

Project Address: Wisc. Ave. & Calvert St., N.W. Ward: 2

This Employment Agreement, in accordance with D.C. Law 5-93 and Mayor's Order 83-265 for recruitment, referral, and placement of D.C. residents, is between the District of Columbia, **Department of Employment Services**, hereinafter referred to as **DOES**, and **St. Luke's Condominium LLC**, hereinafter referred to as **EMPLOYER**. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral and placement of new hires or employees for the new jobs created by this project and will hire 51% D.C. residents for all new jobs created, as well as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. General Terms

A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.

B. The EMPLOYER shall require all contractors and subcontractors with contracts totaling $100,000 or more to enter into a First Source Employment Agreement with DOES.

C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.

D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and extension or modifications to the contract.

F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan or contract/subcontract.

G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Metropolitan Area created as a result of internal promotions, terminations and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids and contracts.

H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156, are included.

I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling $500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for 1 year or more.

II. Recruitment

A. The EMPLOYER will complete the attached Employment Plan which will indicate the number of new jobs projected, salary range, hiring dates and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

B. Notification of specific needs, as set forth in Section II.A., must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, but need not be limited to, the number of employees needed by job title, qualification,

hiring date, rate of pay, hours of work, duration of employment and work to be performed.

C. Job openings to be filled by internal promotion from the EMPLOYERS'S current workforce need not be referred to DOES for placement and referral.

D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees and laid off workers who will be employed on the project.

III. Referral

A. DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

IV. Placement

A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer as agreed. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.

B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.

C. In the event DOES cannot refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. In this event, the EMPLOYER will still be required to meet the 51% goal.

D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES from any liability for employees' actions.

V. Training

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and covered in a separate Training Agreement.

VI. Controlling Regulations and Laws

A. If this Agreement conflicts with any labor laws or governmental regulations, the laws or regulations shall prevail.

B. DOES will work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.

C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections the EMPLOYER will provide them to DOES.

VII. Agreement Modifications, Renewal, and Monitoring

A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sales, assignment or otherwise, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.

2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

3. EMPLOYER shall, additionally, advise DOES within seven (7) days of the transfer. This advice will include the name of the party

taking possession and the name and telephone of that party's representative.

B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.

C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.

D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.

E. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

F. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

Dated this 30 day of MAY, 2003

Signed:

DEPARTMENT OF EMPLOYMENT SERVICES

ST. LUKE'S CONDOMINIUM, LLC

3953 University Drive
Fairfax, VA 22030
ADDRESS

(703)273-4140
TELEPHONE

EMPLOYMENT PLAN

Instructions:

- Submit original to the Department of Employment Services (DOES) with First Source Employment Agreement.
- Upon approval of project by the originating agency, DOES will contact Employer.

NAME OF FIRM St. Luke's Condominiums, LLC

ADDRESS 3953 University Drive, Fairfax, VA 22030

TELEPHONE NUMBER 703-273-4140 FEDERAL IDENTIFICATION NO. _____

CONTACT PERSON John Wood Bolton TITLE Member

TYPE OF BUSINESS Real Estate Development

ORIGINATING DISTRICT AGENCY _____

TYPE OF PROJECT Planned Unit Development FUNDING AMOUNT _____

PROJECTED START DATE _____ PROJECT DURATION _____

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	N/A **				
B					
C					
D					
E					

** At the present time, the Employer has not selected the general contractor for this project. The general contractor will be required to satisfy all the requirements of this Agreement.

CURRENT EMPLOYEES: Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

NAME OF EMPLOYEE	SOCIAL SECURITY
N/A **	

Signature: _____ Date: _____

** At the present time, the Employer has not selected the general contractor for this project. The general contractor will be required to satisfy all the requirements of this Agreement.

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: Z.C. Case No. 02-50

Contract Amount: _____

Project Name: St. Luke's Condominiums

Project Address: Wisc. Ave. & Calvert St., N.W. Ward: 2

This Employment Agreement, in accordance with D.C. Law 5-93 and Mayor's Order 83-265 for recruitment, referral, and placement of D.C. residents, is between the District of Columbia, **Department of Employment Services**, hereinafter referred to as **DOES**, and **St. Luke's Condominium LLC**, hereinafter referred to as **EMPLOYER**. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral and placement of new hires or employees for the new jobs created by this project and will hire 51% D.C. residents for all new jobs created, as well as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. General Terms

A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.

B. The EMPLOYER shall require all contractors and subcontractors with contracts totaling $100,000 or more to enter into a First Source Employment Agreement with DOES.

C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.

D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and extension or modifications to the contract.

F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan or contract/subcontract.

G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Metropolitan Area created as a result of internal promotions, terminations and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids and contracts.

H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156, are included.

I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling $500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for 1 year or more.

II. Recruitment

A. The EMPLOYER will complete the attached Employment Plan which will indicate the number of new jobs projected, salary range, hiring dates and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

B. Notification of specific needs, as set forth in Section II.A., must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, but need not be limited to, the number of employees needed by job title, qualification,

hiring date, rate of pay, hours of work, duration of employment and work to be performed.

C. Job openings to be filled by internal promotion from the EMPLOYERS'S current workforce need not be referred to DOES for placement and referral.

D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees and laid off workers who will be employed on the project.

III. Referral

A. DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

IV. Placement

A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer as agreed. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.

B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.

C. In the event DOES cannot refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. In this event, the EMPLOYER will still be required to meet the 51% goal.

D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES from any liability for employees' actions.

V. Training

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and covered in a separate Training Agreement.

VI. Controlling Regulations and Laws

A. If this Agreement conflicts with any labor laws or governmental regulations, the laws or regulations shall prevail.

B. DOES will work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.

C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections the EMPLOYER will provide them to DOES.

VII. Agreement Modifications, Renewal, and Monitoring

A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sales, assignment or otherwise, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.

2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

3. EMPLOYER shall, additionally, advise DOES within seven (7) days of the transfer. This advice will include the name of the party

taking possession and the name and telephone of that party's representative.

B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.

C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.

D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.

E. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

F. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

Dated this 30 day of MAY, 2003

Signed:

DEPARTMENT OF EMPLOYMENT SERVICES

ST. LUKE'S CONDOMINIUM, LLC

3953 University Drive
Fairfax, VA 22030
ADDRESS

(703)273-4140
TELEPHONE

EMPLOYMENT PLAN

Instructions:

- Submit original to the Department of Employment Services (DOES) with First Source Employment Agreement.
- Upon approval of project by the originating agency, DOES will contact Employer.

NAME OF FIRM St. Luke's Condominiums, LLC

ADDRESS 3953 University Drive, Fairfax, VA 22030

TELEPHONE NUMBER 703-273-4140 FEDERAL IDENTIFICATION NO. _____

CONTACT PERSON John Wood Bolton TITLE MEMBER

TYPE OF BUSINESS Real Estate Development

ORIGINATING DISTRICT AGENCY _____

TYPE OF PROJECT Planned Unit Development FUNDING AMOUNT _____

PROJECTED START DATE _____ PROJECT DURATION _____

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	N/A **				
B					
C					
D					
E					

** At the present time, the Employer has not selected the general contractor for this project. The general contractor will be required to satisfy all the requirements of this Agreement.

CURRENT EMPLOYEES: Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

NAME OF EMPLOYEE	SOCIAL SECURITY
N/A **	

Signature: _____ Date: _____

** At the present time, the Employer has not selected the general contractor for this project. The general contractor will be required to satisfy all the requirements of this Agreement.

DRAFT

MEMORANDUM OF UNDERSTANDING

St. Luke's Condominium, LLC ("SLC"), in accordance with D.C. Law 1-95, D.C. Code Section 1-1-1141 et seq. (1987 Ed. as amended), and in consideration of the District of Columbia Government granting SLC's Planned Unit Development **("PUD")** and Zoning Map Amendment application, known as **D.C. Zoning Commission Case No. 02-50, for the property located at the intersection of Wisconsin Avenue and Calvert Streets, N.W. in Square 1935, Lot 815, to construct a residential building of approximately 85,000 square feet of gross floor area that will include a maximum of 44 residential units and 110 parking spaces (the "Project")**, does hereby commit to make a bona fide effort to utilize Local Small and Disadvantaged Business Enterprises (**"LSDBEs"**) certified by the D.C. Local Business Opportunity Commission (**"LBOC"**) in order to achieve, at a minimum, the goal of thirty-five percent (**35%**) LSDBE participation (the "35% Goal") in the contracted development costs in connection with the design, development, construction (including, but not limited to, pre-construction activities), maintenance and security for the project to be created as result of the Project, including janitorial, refuse collection, provision of supplies and other similar post-construction activities relating to the Project, in accordance with the following provisions.

A. **SLC** shall utilize the resources of the Department of Human Rights and Local Business Development ("DHRLBD"), including the Local Business Opportunity Commission's Directory of Certified Local Small and Disadvantaged Business Enterprises, and periodic updates, as the primary referral sources for LSDBEs. The primary contact for such referrals shall be the Director of the Department of Human Rights and Local Business Development (the "Director").

B. The appropriate representatives of **SLC** who negotiate, sign and are responsible for the implementation of the Memorandum of Understanding with the DHRLBD agree to meet with DHRLBD procurement and project officers to explore and develop ways for achieving the 35% Goal.

C. **SLC** agrees to make a continuing bona fide effort to utilize LSDBEs for certain goods and services as may be required by **SLC** to conduct its daily operations and understands that such efforts will accrue toward the 35% Goal.

D. Not later than (**45**) days following award of a contract for construction of the first phase and each subsequent phase of the project, **SLC** agrees to submit a local business plan (**Attachment A**) to DHRLBD for approval, which plan shall be incorporated in and made a part of this Agreement.

E. Not later than thirty (**30**) days following the filing of

an application for a building permit pursuant to the approved **PUD**, **SLC** will submit to DHRLBD a more extensive plan listing all of the projected procurement items, quantities and estimated costs, bid opening and closing dates, and start-up and completion dates. This plan should indicate whether any items will be bid without restriction in the open market, or limited to LSDBEs certified by the Local Business Opportunity Commission.

F. The parties hereto understand and agree that the means of achieving the 35% Goal may vary according to the types of goods and services contracted for and the current availability of Certified LSDBBEs. However, **SLC** agrees to make a bona fide effort to achieve, at a minimum, the 35% Goal over the life of the project.

G. **SLC** further agrees to submit quarterly LSDBE contracting and subcontracting reports to DHRLBD no later than fifteen (**15**) days after the end of each calendar quarter; the quarterly report periods shall begin on January 1, April 1, July 1, and October 1. The quarterly report shall be submitted on a form provided by DHRLBD (**Attachment B**). These reports should include detailed documentation of outreach efforts to LSDBEs in order to determine bona fide efforts.

H. **SLC** agrees to meet quarterly with DHRLBD staff on a mutually agreeable schedule to discuss LSDBEs participation on the project.

I. In the event that there are no LSDBEs in the District of Columbia which manufacture, construct, distribute, install, or otherwise supply the goods and services required to develop, construct, renovate and/or maintain the Project, **SLC** agrees to make bona fide efforts to achieve the 35% Goal through a broad scale approach to contracts with other local business enterprises certified by the District.

J. **SLC** further agrees to include in the terms of its contractual agreements with the general/prime contractor and/or construction manager (in any of such events, the "Contractor"), language which puts the Contractor on notice that the contractor is expected to make a bona fide effort to achieve the 35% Goal in (1) its own contracting with respect to the Project and (2) engaging subcontractors to perform work on the Project.

K. **SLC** will publish, in a timely manner, in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving the District of

Columbia local business community, a public notice to inform the business community as a whole of the overall project, including a general description of projected phases and anticipated time tables.

L. For purposes of this agreement, it is agreed that bona fide effort means that **SLC** will obtain the following commitments from its General Contractor ("**GC**"):

1. The **GC** will publish, in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving the district of Columbia local business community, a public notice designed to inform the business community as a whole of specific contracting and subcontracting procurement opportunities.

2. The **GC** will publish public notices in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving the District of Columbia local business community, soliciting bids for products or services being sought, and will allow a reasonable time for all bidders to respond to invitations/requests for bids.

3. The **GC** will contact DHRLBD to obtain a current listing of all LSDBEs qualified to bid on major procurement as they arise.

4. The GC will negotiate with all bidders pre-qualified by **SLC.** and the GC, including LSDBEs to obtain each pre-qualified bidder's best and final price as understood in the marketplace.

5. The GC will not require that the LSDBEs provide bonding on contracts with a dollar value less than **$100,000,** provided that in lieu of bonding the GC may accept a job specific certificate of insurance.

6. The **GC** will design and include in all contracts and subcontracts a process for dispute settlement. This process shall incorporate an opportunity for the presentation of documentation involving the work performed and invoices regarding requests for payments. Included in the contract shall be a mutually agreed upon mediator and provisions for arbitration in accordance with the rules of the **American Arbitration Association.**

7. The **GC** and subcontractors shall strictly adhere to their contractual obligations to pay all



Please note: All technical details provided will vary by region, building type and materials used. These figures are provided as generic examples only and ***should not*** *be used for projects without expert advice and opinion.*

Economic Improved Air Quality Temperature Regulation Water
Social Preservation of Habitat & Biodiversity Local Food Production

Economic Benefits

Public policies that support green roof installations will create jobs for the following:

- Suppliers and manufacturers of roofing membranes and root repellent layers;
- Suppliers and manufacturers of drainage layers, landscaping cloth, curbs, irrigation systems and other specialty products;
- Suppliers and manufacturers of substrate, light-weight soils and amendments;
- Garden nurseries specializing in plants specifically for green roofs;
- Design and engineering professionals;
- Contractors and landscapers; and,
- Companies supplying maintenance contracts.

Although no exact figures exist, it is estimated that the roofing industry in Germany employs approximately 12, 000 people, and if all flat roofs were to be greened, this figure would increase to approximately 100, 000.

Community cost savings opportunities include:

- Cost savings from increased stormwater retention and decreased need to expand or rebuild related infrastructure.
- Decreased cost of meeting greenhouse gas reductions and adapting to climate change by reducing the "Urban Heat Island Effect" and the need for interior building insulation.
- Decreased need for health care services from reductions in ground level ozone resulting from a reduction in the urban heat island.
- Increased worker productivity and creativity.
- Decreased need for health care services and medication due to the benefits of passive experiences with nature and vegetation.

AH. E



RYERSON UNIVERSITY, TORONTO, ONTARIO

Improved Air Quality

Filtration of Airbourne Particulates:

- A green roof will not only absorb heat, decreasing the tendency towards thermal air movement, but will also filter the air moving across it.
- 1.5 m^2 (10.76 ft^2) of uncut grass, produces enough oxygen per year to supply 1 human with their yearly oxygen intake requirement.

Carbon Dioxide/Oxygen Exchange:

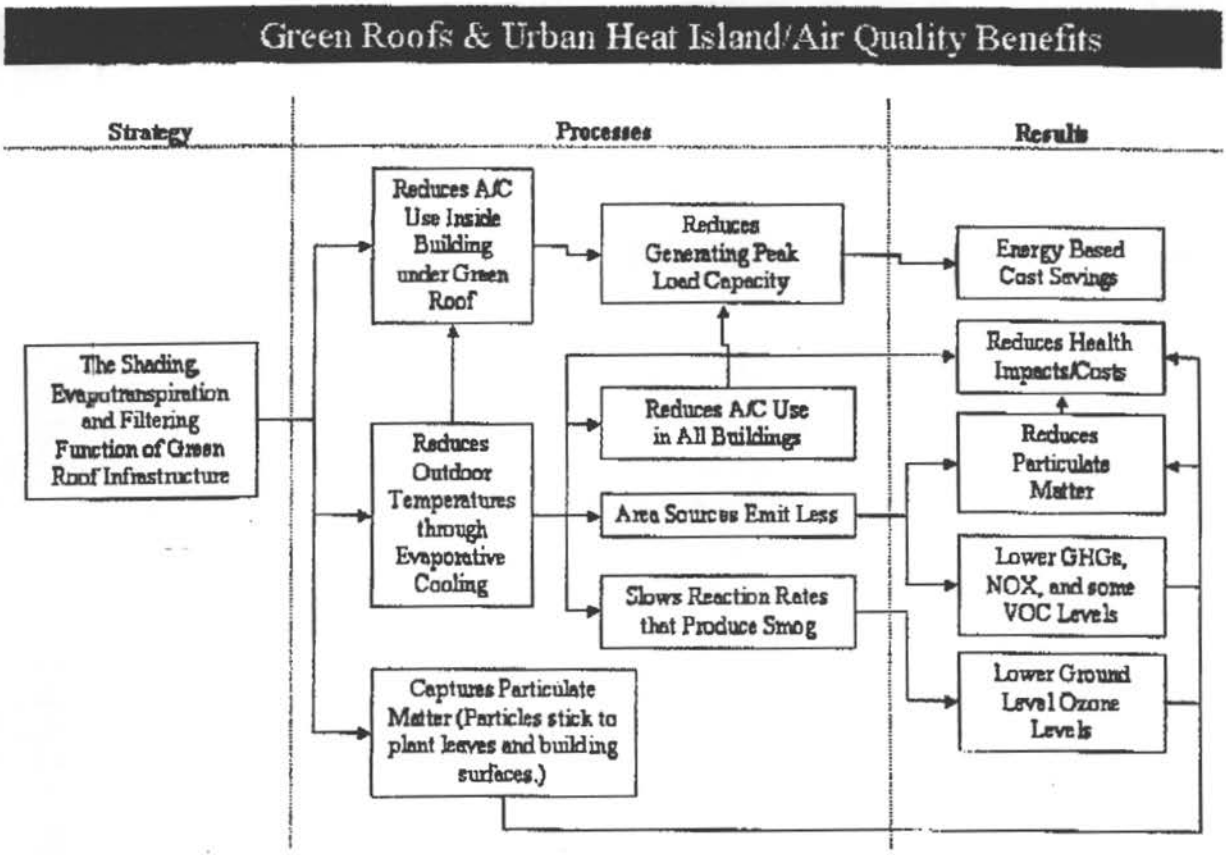
- Through the process of photosynthesis, plants convert carbon dioxide, water and sunlight/energy into oxygen and glucose. This cyclical process supplies animals and humans with oxygen and food.
- 1 m^2 (10.76 ft^2) of grass roof can remove between 0.2 kg of airbourne particulates from the air every year.

Temperature Regulation

Moderation of the Urban Heat Island Effect:

- Through the daily dew and evaporation cycle, plants on vertical and horizontal surfaces are able to cool cities during hot summer months. In the process of evapotranspiration, plants use heat energy from their surroundings (approximately 592 kcal per L of water) when evaporating water. One m^2 (10.76 ft^2) of foliage can evaporate over 0.5 litres of water on a hot day and on an annual basis the same area can evaporate up to 700 litres of water.
- This process reduces the 'Urban Heat Island Effect' in the summer. The 'Urban Heat Island Effect' is the difference in temperature between a city and the surrounding countryside. It is mainly due to the expanse of hard and reflective surfaces, such as

roofs, which absorb solar radiation and re-radiate it as heat. Reduction of the 'Urban Heat Island Effect' will also reduce the distribution of dust and particulate matter throughout the city and the production of smog. This can play a role in reducing greenhouse gas emissions and adapting urban areas to a future climate with warmer summers.



The arrows in this diagram illustrate the nature of how green roofs reduce the urban heat island and improve air quality. For more information, see the Spring 2001 issue of the **Green Roof Infrastructure Monitor**.

Building Insulation:

- Historically, green roofs have been used to insulate buildings. Shading the external surface of the building envelope has been shown to be more effective than internal insulation.
- Green roofs insulate buildings by preventing heat from moving through the roof. Their insulation properties can be maximized by using a growing medium with a low soil density and a high moisture content and by choosing plants with a high leaf area index (i.e. the bigger the leaves, the better). This could play a role in reducing greenhouse gas emissions and adapting urban areas to a future climate with greater incidences of drought and extreme heat.

Industrial Cooling:

- The Possman Cider Cooling and Storage Facility in Frankfurt, Germany yielded a 2-3 year payoff of their green roof system through savings in heating and cooling costs, as well as in equipment costs, since additional cooling towers had become unnecessary.

Creation of Microclimates:

- A green roof will have a noticeable impact on the heat gain and loss of a building, as well as the humidity, air quality and reflected heat in the surrounding neighbourhood. In conjunction with other green installations, green roofs can play a role in altering the climate of the city as a whole.
- On a summer day, the temperature of a gravel roof can increase by as much as 25 ° C (77 °F), to between 60-80 °C (140 - 176 F). Covered with grass, the temperature of that roof would not rise above 25 °C (77 °F), thus resulting in energy cost savings.
- 20 cm (7.9 inches) of substrate with a 20-40 cm (7.9 - 15.7 inches) layer of thick grass has the combined insulation value of° 15 cm (5.9 inches) of mineral wool.
- Rooms under a green roof are at least 3 - 4 °C (37.4 - 39.2 °F) cooler than the air outside, when outdoor temperatures range between 25-30 °C (77 - 86 °F).



Office green roof, Vienna, Austria

Water

Stormwater Retention:

- Water is stored by the substrate and then taken up by the plants from where it is returned to the atmosphere through transpiration and evaporation.
- In summer, depending on the plants and growing medium, green roofs retain 70-80% of the precipitation that falls on them; in winter they retain between 25-40%. For

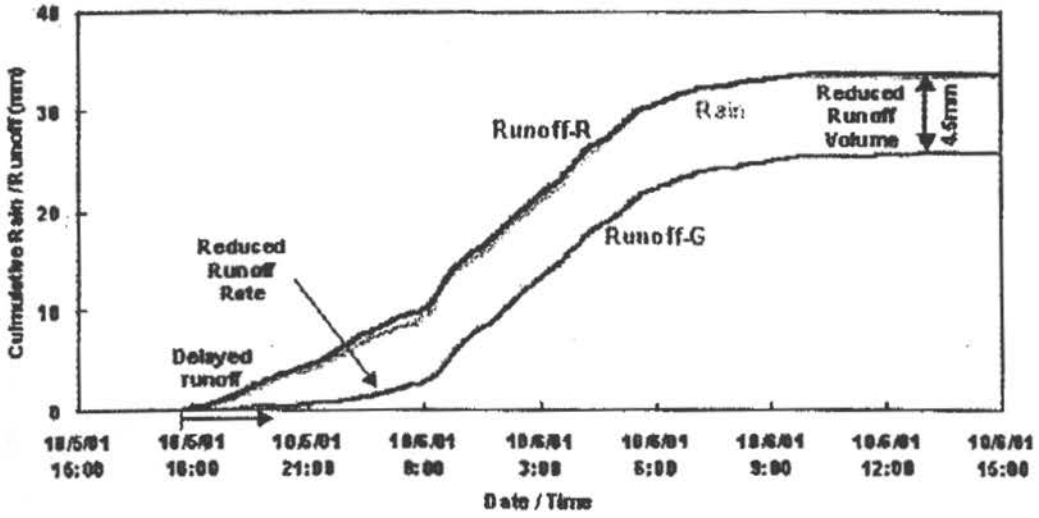
example, a grass roof with a 4-20 cm (1.6 - 7.9 inches) layer of growing medium can hold 10-15 cm (3.9 - 5.9 inches) of water.

Water Filtration:

- Green roofs not only retain the rainwater, but also moderate the temperature of the water and act as natural filters for any of the water that happens to run off.

Temporal Delay of Stormwater Runoff and Reduced Runoff Volume

- Green roofs reduce the amount of stormwater runoff and also delay the time at which runoff occurs, resulting in decreased stress on sewer systems at peak flow periods.



Source: National Research Council's Institute for Research in Construction

The graph above records the cumulative rainfall and runoff from the Green Roof and the Reference Roof during a 34mm (1.3 inches) rain event over a 15h period in October 2001. The green roof delayed runoff and reduced the runoff rate and volume. For more details on this research conducted by the National Research Council's Institute for Research in Construction, see the article on page 7 of the Winter 2002 issue of the **Green Roof Infrastructure Monitor**.

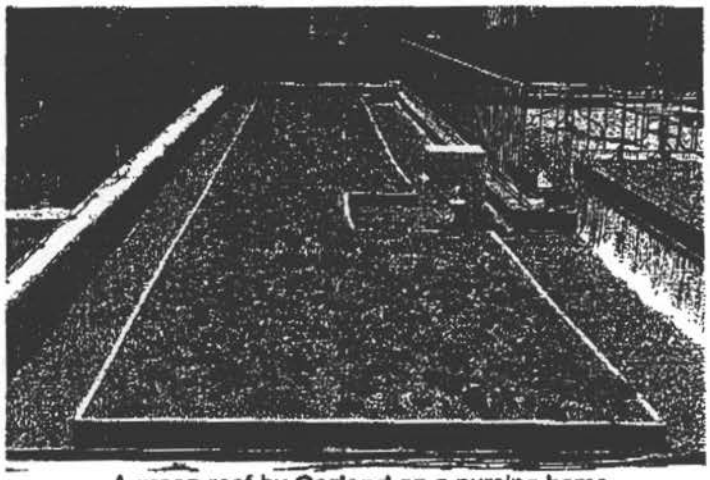
Social Benefits

Aesthetics:

- Urban greening has long been promoted as an easy and effective strategy for beautifying the built environment and increasing investment opportunity.

Health & Horticultural Therapy:

- Psychological studies have shown that the restorative effect of a natural view holds the viewers' attention, diverts their awareness away from themselves and from worrisome thoughts thereby improving health.
- People living in high-density developments are known to be less susceptible to illness if they have a balcony or terrace garden. This is partly due to the additional oxygen, air filtration and humidity control supplied by plants but also from the therapeutic benefits that result from caring for plants. The variety of sounds, smells, colours and movement provided by plants, although not quantifiable, can add significantly to human health and well being.
- Patients in the same hospital, recovering the from the same operation, were studied as to the restorative effects of views onto a landscaped courtyard versus a brick wall. The patients with the green view had shorter post-operative stays, took fewer moderate and stronger painkillers and had fewer negative evaluation comments from the nurses.



A green roof by **Garland** on a nursing home

Improved Safety:

- A garden on the roof is often considered safer than a garden at grade. For example, because access to the roof is often restricted to building tenants or employees, there is less likelihood of assault or vandalism.

Recreation:

- Green roofs can help to address the lack of green space in many urban areas. Studies show that leisure activities in natural settings such as gardens and parks, are important for helping people cope with stress and in meeting other non-stress-related needs.



Corporate Golf Course Green Roof

Community Building:

- The creation of shared gardens, like the rooftop garden on top of the Mary Lambert-Swale housing project in Toronto, allows residents to feel ownership of their building and meet neighbours in a relaxed setting.

Preservation of Habitat & Biodiversity

Habitat:

- Rooftop habitats can play one of two roles: a 'stepping stone' habitat connecting natural isolated habitat pockets with each other, or an 'island' habitat remaining isolated from other habitats at grade.
- Green roofs can be specifically designed to mimic endangered ecosystems/habitats, including the prairie grasslands of the midwest US, the rocky alvars of Manitoulin Island and the Great Lakes Region in Canada.
- The Toronto City Hall Demonstration Project features a black oak prairie ecosystem and native plant butterfly plot.

Flora & Fauna:

- Green roofs designed for minimal maintenance are very protected and can become home to plants easily damaged by walking and to birds that nest on the ground. Since the soil on these green roofs is also less likely to be disturbed, it becomes a safer habitat for insects, and the deeper the soil the more diversity the roof can support.
- In Germany, for instance, research has shown that green roofs can support anywhere from 10 to 40 different insect species and have even been found to harbour nesting bird species.
- The Toronto City Hall Demonstration Project features two urban agriculture plots that are growing a variety of annuals and perennials.

Local Food Production

Green roofs can provide new opportunities for urban agriculture. There are many benefits to growing and distributing food locally including:

- Support of the local economy in growing, processing and distributing;
- Increased access to food by everyone;
- Fresher produce;
- Decreased travel time to market and related environmental costs; and
- Control of soil, fertilizer and pesticides.

F

DEVELOPMENT AND CONSTRUCTION AGREEMENT

THIS DEVELOPMENT AND CONSTRUCTION AGREEMENT ("**Construction Agreement**") is made this _____ day of _____, 2003, by and between St. Luke's Condominium, LLC ("**SLC**") a District of Columbia limited liability company, its successors and assigns and Advisory Neighborhood Commission 3B ("**ANC 3B**"), Advisory Neighborhood Commission 3C ("**ANC 3C**"), the Massachusetts Avenue Heights Citizens Association ("**MAHCA**"), and the Glover Park Citizens Association ("**GPCA**") (collectively, the "Neighborhood Organizations").

RECITALS

WHEREAS, as a condition of the Zoning Commission's approval of the SLC application for a Planned Unit Development and Zoning Map Amendment application for the property located at the intersection of Wisconsin Avenue and Calvert Street, NW, Lot 815, Square 1935 (the "**Subject Site**"), SLC agrees to enter into the following Construction Agreement with the members of the Neighborhood Organizations, upon the terms below; and

WHEREAS, the members of the Neighborhood Organizations and SLC seek to mitigate any adverse impact on the surrounding neighborhood resulting from construction activity related to SLC's plans to construct a residential development (the "**Project**") on the Subject Site.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt of which are hereby acknowledged, the parties hereto, hereby agree as follows:

1. **Communication**.

   a. **SLC Representative.** SLC shall designate a representative ("**Representative**") to be the key contact for interaction with the Neighborhood Organizations and members of the community. The Representative will have a local office and be accessible during all business hours. At any time construction activity is occurring on the Subject Site, the Representative or his/her designee shall be available on-site or by telephone to receive complaints or other communications from the Neighborhood Organizations or members of the community. The name and work telephone number of the Representative or his/her appointed designee shall be conspicuously posted on the Subject Site and shall be readily available to members of the community. In addition, a name and telephone number of a person designated by SLC to contact in case of emergency during hours in which no construction activity is occurring shall be readily available to members of the community.

b. **SLC Representative Duties.** The Representative and his/her designee will be able to answer questions and receive comments about the site activities, address any concerns the Neighborhood Organizations and members of the community might have throughout the construction process, and have authority to remedy promptly violations of this Construction Agreement and enforce its provisions. The Representative, designee and emergency contact shall:

(i) receive notice of violations of this Construction Agreement;

(ii) respond as soon as possible, to the person who has reported the violation, and to the Neighborhood Organization Contact Person (described below);

(iii) act to remedy the violation as soon as possible; and

(iv) contact ANC 3B and ANC 3C and relate complaint, remedy and time frame for resolution.

c. **Neighborhood Organization Contact Person.** In turn, all of the Neighborhood Organizations will designate a single contact person (**"Contact Person"**), who may change from time to time, to represent the Neighborhood Organizations. The initial Contact Person will be determined prior to the start of construction activity on the Subject Site. The Contact Person will receive and disseminate information from SLC to the community. SLC shall provide to the Contact Person, and keep updated, the names of and pertinent information about the Representative, the designee and emergency contact, including their home phone numbers and beeper numbers, as appropriate.

2. **Construction**. SLC shall require that all their personnel and vendors, including supply and service vendors will comply with all applicable District of Columbia Municipal Regulations applicable to hours of work, noise, dirt, trash, and public health and safety. The following is a discussion of construction-related issues and shall be binding on SLC, its subcontractors and any successors and/or assigns of SLC.

a. **Permits.** SLC will secure all permits that are required to complete the Project.

b. **Site Management.**

(i) SLC will erect and maintain construction fencing and barricades in order to screen and secure the site during the construction process. SLC and its contractors will work with the members of the Neighborhood Organizations and the Department of Consumer and Regulatory Affairs to maintain temporary storm water management systems throughout the Project's construction until such time as the permanent facilities are constructed, approved and functioning such that there shall be no adverse water impacts on the adjacent neighborhood.

(ii) A minimum amount of lighting, directed away from residential properties, will be provided at the Subject Site at night. These lights will be sufficient to provide necessary security and to comply with federal and municipal safety standards.

c. **Cleanliness**. SLC will remove rubbish and construction debris continuously during the construction period during the normal construction workday and during periods of weekend construction work. In addition, SLC will monitor and police the construction site daily or more often as required to ensure cleanliness. SLC will also undertake a program of pest control to ensure that no increase in pest activity occurs during the construction period. All excavation or back fill trucks will be covered before proceeding from the Subject Site onto city streets. Dust and debris will be removed from Calvert Street on an as needed basis.

d. **Work Hours**.

(i) The normal construction work week will be Monday through Friday from 7:00 a.m. until 7:00 p.m., and Saturday from 8:00 a.m. until 4:00 p.m. All trucks for delivery of all materials, construction or otherwise, will arrive, depart and operate on the Subject Site only during the foregoing hours. There will be no queuing of construction related vehicles or arrival of workers prior to stated work hours.

(ii) SLC will make good faith efforts to limit work that is likely to disturb the residents of the adjacent neighborhoods to weekdays, except where limitations on work during the week require work on Saturdays to meet the requirements of construction teams for a 40 hour work week.

(iii) SLC will not permit any activity on the Subject Site that requires the movement of heavy vehicle traffic or other significant traffic, to or from, the Subject Site or which generates sound levels in excess of sixty decibels (60 db) or otherwise is likely to significantly disturb the residents of the adjacent neighborhoods prior to 7:00 AM or after 6:30 PM on weekdays and prior to 9:00 AM or after 4:00 PM on weekends.

e. **Contractors and Subcontractors.** SLC will require that all contractors and subcontractors be contractually required to follow the terms of, and comply with, the policies set forth in this Construction Agreement. SLC will also require that all contractors and subcontractors use only licensed vehicles and drivers and that they comply with all DC traffic laws and regulations.

f. **Traffic, Loading, and Parking.**

(i) All construction related vehicular access to the Subject Site shall be from Wisconsin Avenue and Calvert Street west of 36th Street and such construction related traffic will not traverse Fulton Street, Edwards Street, Davis Street, Observatory Circle, 35th Place, 36th Street, or 36th Place. Construction related vehicles are prohibited from traveling east or west on neighborhood or connector streets between 42nd Street and Connecticut Avenue from Davis Street to Rodman Street. Massachusetts Avenue is excepted.

(ii) SLC will use its best efforts to ensure that construction related traffic will not impede rush hour traffic on Wisconsin Avenue and Calvert Streets, that no lanes on either Wisconsin Avenue or Calvert Streets will be closed or blocked before or during construction and that all queuing or staging of construction vehicles will occur on the Subject Site and not on adjacent streets. A flagman will be assigned to expedite movement of construction related traffic, if any consistent traffic backups occur on Wisconsin Avenue.

(iii) Parking for all construction workers will be provided for on the Subject Site. No construction related parking will be permitted on neighborhood streets.

3. **Pre-Construction Surveys.** SLC shall perform pre-construction surveys of all the homes on the south side of Davis Street, N.W. that are immediately adjacent to the Subject Site. Such surveys shall provide the parties a reference point from which to determine the effect of the construction work on the Subject Site on the surveyed properties and the improvements thereon. The surveys shall be performed at SLC's sole cost and expense. All reports generated as a result of the surveys shall be provided to both SLC and the surveyed property owner. If a surveyed property owner believes that damage has occurred as a result of construction activity on the Subject Site, such property owner shall notify SLC of the purported damage. SLC agrees to work with all surveyed property owner(s) to achieve a prompt resolution to any complaints regarding property damage.

4. **Condition of Zoning Commission Approval**. This Construction Agreement shall be submitted as part of SLC's PUD and Zoning Map Amendment application to the Zoning Commission and shall be incorporated in and become a condition of any Zoning Commission approval for the Project.

5. **Remedies**. This Construction Agreement does not limit any common law or statutory rights or remedies available to any person relating to damages sustained to person or property attributable to construction activities on the Subject Site.

6. **Severability**. This Construction Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the District of Columbia. If any term, provision, covenant or agreement contained herein, or the application thereof to any person or circumstances, shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this Construction Agreement or the application of such term, provision, covenant or agreement to the persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

7. **Authority to Execute**. Each of the parties executing this Construction Agreement represents and warrants to each of the other parties hereto that: (i) it has the full power and authority to enter into this Construction Agreement and to consummate the transaction described herein without obtaining any further approvals or consents, and (ii) the entering into of the Construction 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.

8. **Counterparts**. This Construction Agreement may be executed in counterparts and via original or facsimile signature.

IN WITNESS WHEREOF, the parties hereto have signed and delivered these presents as their own free act and deed as of the date and year first herein above written.

ST. LUKE'S CONDOMINIUM LLC, a District of Columbia Limited Liability Company

By: _____
John Wood Bolton, Jr.
Member

ADVISORY NEIGHBORHOOD COMMISSION 3B

By: _____

Its:

ADVISORY NEIGHBORHOOD COMMISSION 3C

By: _____

Its:

THE MASSACHUSETTS HEIGHTS CITIZENS ASSOCIATION

By: _____

Its:

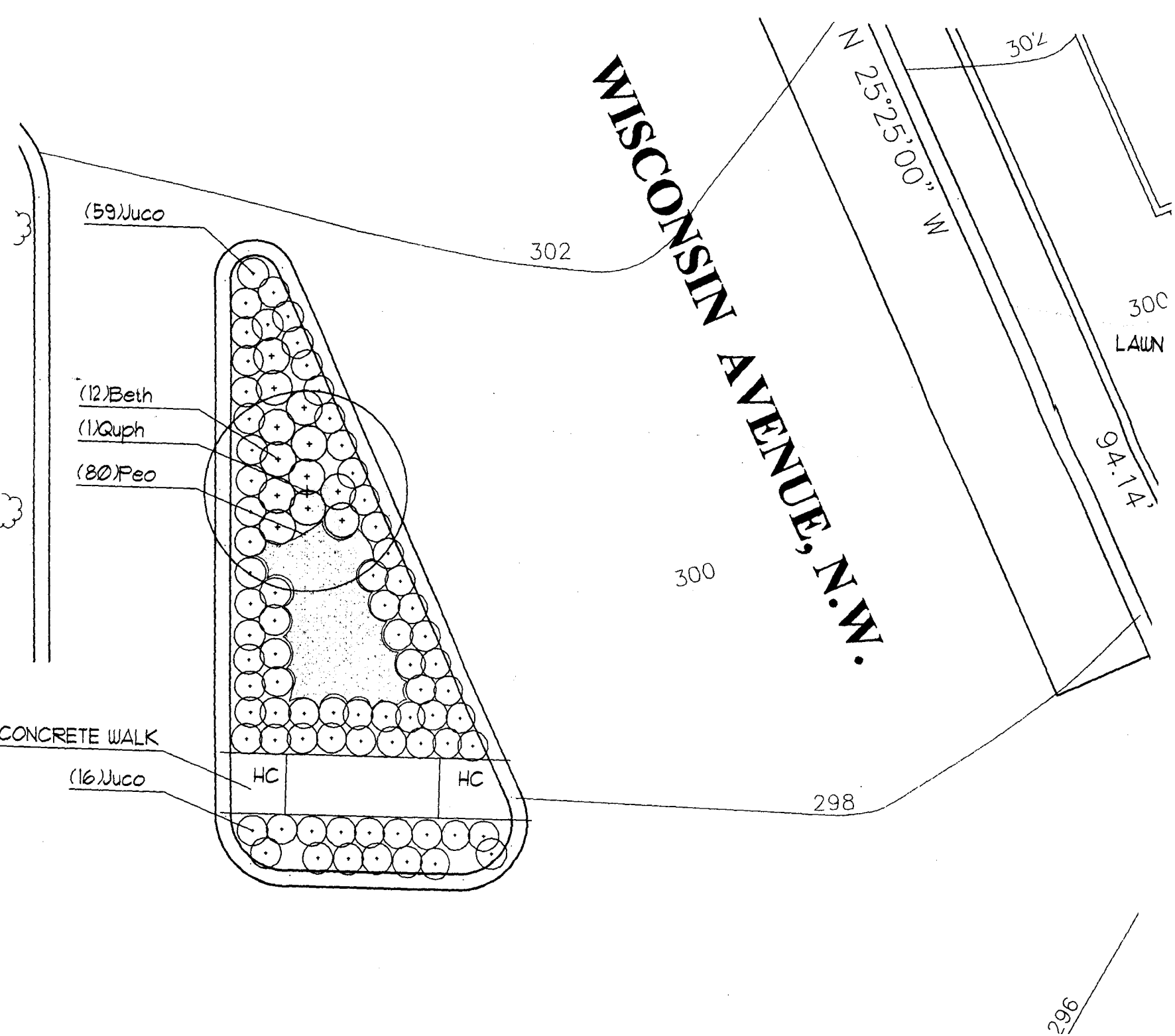
THE GLOVER PARK CITIZENS ASSOCIATION

By: _____

Its:

Document #: 1317048 v.3

G


WISCONSIN AVENUE, N.W.
N 25°25'00" W
30'Z
302
300
298
296
300
LAWN
94.14'
(59)Juco
(12)Beth
(1)Quph
(80)Peo
CONCRETE WALK
(16)Juco
HC
HC

H

Advisory Neighborhood Commission 3B
St. Luke's Condominiums, LLC
Contribution Criteria Summary

Parties To Agreement: Advisory Neighborhood Commission ("ANC") 3B and St. Luke's Condominiums, LLC (the "Developer")

Contribution Amount: $25,000

Purpose, Timing and Governance:

Provide donations to neighborhood charitable (501(c)(3) or as otherwise defined by IRS regulations) community organizations whose focus is community recreational activities or the promotion of such activities, in recognition of the positive impacts to the community of such organizations, according to the following provisions:

i. Total contributions to all eligible organizations in aggregate shall be no less than $25,000;

ii. Contributions shall be in the form of grants, which will only be made for specific, defined purposes or programs. Eligible applicants for such grants must specify the purpose and benefits of their project in the grant request;

iii. The total contribution amount is prohibited from being awarded to a single eligible organization;

iv. Contributions shall be granted only to eligible organizations located within ANC 3B boundaries;

v. The selection of grant awards and the amounts of each grant will be decided by the Developer in consultation with ANC 3B according to the following process:

   a. Grants must be in writing;

   b. Grants should be submitted to both the Developer and the ANC 3B;

   c. Grants will be considered on a first-come-first served basis unless an alternate schedule is determined;

   d. ANC 3B will provide recommendations to the Developer as to its approval or disapproval of

individual grant applications. The Developer shall give great weight to the recommendations of ANC 3B, but the Developer shall at all times make the final decision on approving or disapproving each eligible grant application;

e. ANC 3B will adopt its own policies for evaluating and determining the merits of each grant application;

f. Grant applications shall be decided upon in an expedient manner, not to exceed 90 days after receipt of an acceptable application, unless the Developer and ANC 3B agree that a longer period is necessary to evaluate the merits of a grant application.

vi. Grants must be made no later than two years following the issuance of the final order from the District of Columbia Zoning Commission approving the project and the expiration of all applicable appeal periods to the District of Columbia Court of Appeals.

Document #: 1326178 v.1

Massachusetts Avenue Heights Citizens Association
St. Luke's Condominiums, LLC
Contribution Criteria Summary

Parties To Agreement: Massachusetts Avenue Heights Citizens Association ("MAHCA") and St. Luke's Condominiums, LLC (the "Developer")

Contribution Amount: $100,000

Contribution Timing:

(a) $50,000.00 to MAHCA not less than 5 days after the issuance of the final order of the District of Columbia Zoning Commission approving the Project (the "**Final Order**") and the expiration of all applicable appeal periods to the District of Columbia Court of Appeals; and

(b) the remaining $50,000.00 to MAHCA within 30 days of the issuance by the District of Columbia of a Certificate of Occupancy for the project.

Purpose:

The Developer will contribute $100,000.00 to a trust fund for the benefit of MAHCA (the "Trust Fund"), the interest and principal from which shall be available for prudent and reasonable use to promote neighborhood improvement projects such as: efforts to preserve and enhance the use of the Guy Mason Recreation Center and adjoining public property exclusively as a recreation facility, the reduction of thru traffic using the MAHCA neighborhood, to otherwise enhance the safety and single-family residential character of the MAHCA neighborhood and other general neighborhood improvement projects.

Governance:

Disbursements from the Trust Fund will require the approval of the MAHCA Executive Committee. Prior to any disbursements, the Executive Committee is required to discuss the proposed use of the Trust Fund monies at a meeting of the MAHCA general membership. This process shall continue at the sole and absolute discretion of the MAHCA general membership and the MAHCA Executive Committee, as long as funds remain available in the Trust Fund.

工

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into as of this 25 day of January 2003 by and between the undersigned Parties.

WITNESSETH:

WHEREAS, the Parties hereto have cooperated with one another and worked together to create parameters by which to develop the St. Luke's United Methodist Church (the "**Church**") property consisting of approximately 78,000 square feet of land located at the intersection of Calvert Street and Wisconsin Avenue, N.W., Washington, D.C. and known as Lot 815 in Square 1935 (the "**Property**"); and

WHEREAS, the Church and St. Luke's Condominium, LLC ("**SLC**") contemplate the rezoning and development of the Property with a luxury residential condominium with a maximum of 85,000 square feet and containing of no more than 44 residential dwelling units to be constructed by and sold to the public (the "**Project**"); and

WHEREAS, the Massachusetts Avenue Heights Citizens Association ("**MAHCA**") has generally opposed rezoning within the MAHCA neighborhood and its environs unless such re-zoning will result in development that will enhance the residential quality of the neighborhood; and

WHEREAS, MAHCA has resolved to encourage the development of the Property in a manner that will meet the goals of SLC and the Church and enhance the residential quality of the MAHCA neighborhood and its environs, and is willing to support the Project to the extent it meets those requirements; and

WHEREAS, the Parties enter into this DEVELOPMENT AGREEMENT (the "**Development Agreement**") to confirm certain understandings and agreements between them concerning the development of the Property and their respective roles and participation in that process, all as more fully set forth below; and

WHEREAS, the Parties intend that this Development Agreement is to be a binding contract by, and between, them and their respective successors and assigns.

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and of other good and valuable consideration, it is agreed as follows:

I. The Parties.

The Parties, as identified herein, agree that they and their respective successors and assigns shall be recognized as parties in interest to this Development Agreement:

a. St. Luke's United Methodist Church and The Washington-Columbia District of the Baltimore-Washington Annual Conference of the United Methodist Church (together, the "**Church Parties**");

b. St. Luke's Condominium, LLC; Walnut Street, LLC; and JW Properties II, LLC; (together, the "**Developer Parties**"); and

c. Massachusetts Avenue Heights Citizens Association ("**MAHCA**").

II. Limitations on the Development of the Property.

The Project shall be subject to certain encumbrances, restrictions and delineations set

forth below:

a. The Property & PUD/Rezoning Application

(1) The Property is Lot 815 in Square 1935 and is approximately 78,000 square feet in area and is more fully described in Exhibit A, attached hereto and made a part hereof.

(2) The Property is presently located in the Naval Observatory (NO)/R-1-B Zone District.

(3) The Developer Parties propose that the Property be rezoned from the NO/R-1-B Zone District to the NO/R-5-B Zone District and have submitted an application for a Zoning Map amendment, consolidated with a Planned Unit Development application (collectively, the PUD Application) to the District of Columbia Zoning Commission (the "**Zoning Commission**") as more further described by District of Columbia Municipal Regulations Title 11 Zoning-July 1995, as amended.

(4) The application by the Developer Parties for the rezoning of the Property to NO/R-5-B shall be for the explicit purposes of residential development and shall be in accordance with this Development Agreement.

(5) In connection with the Project, the Property shall be subdivided into two parcels known as assessment and taxation lots (the "**A&T Lots**"), one for the Project and one for the Church. The Parties recognize that the Developer Parties applied for an A&T subdivision on September 17, 2002. The Project's A&T ("**Project Lot**") Lot shall

consist of approximately 30,000 square feet of land which shall be conveyed to the Developer Parties by the Church Parties upon successful rezoning of the Property through the PUD process to NO/R-5-B as affirmed by written order of the Zoning Commission. Said conveyance shall be in accordance with the terms and conditions as outlined in the contract between the Developer Parties and the Church Parties. The Church Parties shall retain an A&T Lot of approximately 48,000 square feet of land (the "**Church Lot**").

(6) An existing church structure of approximately 14,348 square feet of gross floor area, as defined by the District of Columbia Municipal Regulations Title 11 Zoning-July 1995, (the "**Church Building**") and a surface parking area containing approximately 57 parking spaces are both situated on the Church Lot.

(7) The PUD Application requests an overall floor area ratio ("**FAR**") of approximately 1.27. The existing Church building is approximately 14,348 square feet of gross floor area and the Project, as more fully described below, will be a maximum of 85,000 square feet of gross floor area. Therefore, the FAR is determined as follows: 14,348 + 85,000/78,000 = 1.27.

b. Limitations on the Church Lot.

The Church Lot shall be subject to the following conditions upon issuance of the final order by the District of Columbia Zoning Commission approving the Project (the "**Final Order**") if and only if: (i) all appeal rights have been exhausted; (ii) the Developer Parties have acquired title to the property; and (iii) subject to the exceptions provided for in Section II. b (1-3) below, MAHCA supports the Project.

(1) The Church, from the date of the issuance of the Final Order, shall not apply for any modifications of the Final Order approving the Project regarding development of buildings, for a period of forty (40) years, except for amendments and modifications for the use and/or development of buildings for church-related functions (the "**Permitted Applications**"), that may be applied for only after good faith consultation with MAHCA. Permitted Applications shall be limited to a design, scope and scale of development consistent with the existing design, scope and scale of the Church Building, and in no event shall exceed a height of 40 feet. Permitted Applications shall be expressly limited to the Church Lot and shall be sought only as a modification of the Final Order. MAHCA shall be free to take such position with respect to the Permitted Applications as it may deem to be in the interest of the MAHCA neighborhood and its environs.

(2) The Developer Parties shall, within eight months of the issuance of a certificate of occupancy for the Project, construct the surface parking lot modifications as delineated in Exhibit B, attached hereto and made a part hereof.

(3) After the fortieth (40th) anniversary until the sixty-fifth (65^{th}) anniversary of the date of the issuance of the Final Order, the Church Parties may apply for modifications to the Final Order for development of buildings on the Church Lot only if the buildings are single family dwelling units (the "Additional Permitted Applications") or Permitted Applications. Permitted Applications made after the fortieth (40^{th}) anniversary of the issuance of the Final Order and Additional Permitted Applications shall be expressly for the Church Lot and shall be sought only as a modification of the

Final Order. MAHCA shall be free to take such position with respect to any such Additional Permitted Applications or Permitted Applications as it may deem to be in the interest of the MAHCA neighborhood and its environs.

(4) Upon the sixty-fifth (65th) anniversary of the date of issuance of the Final Order, the foregoing limitations in Sections II. b(1) through II. b(3) shall expire and no longer be operative or of any force or effect and the Church Parties shall be free to make any application as permitted by the then-current zoning laws of the District of Columbia and MAHCA shall be free to take such position with respect to such application as it may deem is in the interest of the MAHCA neighborhood and its environs.

(5) No less than $80,000.00, of any funds over and above the initial purchase price agreed to by the Church Parties and the Developer Parties for the purchase of the Project Lot that the Church Parties may seek from them or others as compensation to consenting to the limitations on the Church Lot imposed herein, the total amount of which shall not exceed $380,000.00, shall be dedicated by the Church Parties to assist the Developer Parties in the creation of a significant and extensive landscaping enhancement and buffering program on the Property that will enhance the appearance of the Project and the Church Lot and will help integrate the Project with the surrounding MAHCA neighborhood.

c. The Project:

The Project defined in the Application filed by the Developer Parties shall incorporate the following design and development parameters:

(1) Design.

(a) The Project shall contain no more than 85,000 square feet of gross floor area as defined by the District of Columbia Municipal Regulations Title 11 Zoning-July 1995 and shall contain no more than 44 dwelling units (the "**Dwelling Units**"). The Developer Parties shall use commercially reasonable efforts to market and to sell the Dwelling Units as condominiums.

(b) The Project's exterior, with the exception of the section of the project facing the corner of Wisconsin Avenue and Calvert Street portrayed in Exhibit D, shall give the appearance of residential townhouses, as an appropriate southwestern gateway to the MAHCA neighborhood. It shall be a combination of pre-cast concrete and brick with punched windows and French doors of the nature more fully depicted in Exhibit D, attached hereto and made a part hereof. Further, in accordance with Exhibit D, the Project shall front along Wisconsin Avenue (the west elevation) and Calvert Street (the southern elevation). The Project's east elevation shall be parallel to the existing Church structure and terminate at its north elevation in the manner depicted in Exhibit D. The Project's internal court yard shall be landscaped in accordance with Exhibit C and such landscaping shall extend to the Church Lot so that the properties appear as integrated as possible.

(c) The individual Dwelling Units shall have their HVAC compressor units located within the garage.

(2) Parking

(a) The Project shall contain two levels of structured below-grade parking with no fewer parking spaces than shall accommodate the requirements of the next paragraph. The structure shall have vehicular ingress and egress from Calvert Street as depicted in the site plan (Exhibit C).

(b) Each Dwelling Unit shall have two parking spaces per unit ("Unit Spaces") and the Unit Spaces shall convey with the Dwelling Units. Unit Spaces shall not be permanently transferable to other parties but may be made available by residents of the Project for the use of other residents of the Project on a month-to-month or shorter-term basis and otherwise shall be available only to the residents of the dwelling units to which such spaces have been assigned and, when not occupied by the assigned residents, for such additional occasional visitor parking as the Project and residents shall agree. The remaining spaces (no fewer than sixteen (16)) shall be available for visitor parking within the below grade parking structure at all times. In addition, the Project shall provide parking spaces for all building staff that drive to the Project.

(3) Church Parking Lot Modifications

(a) The Developer Parties, the Church Parties and MAHCA agree to work together to develop a plan of modifications to the Church Parking Lot that will improve the appearance of the area.

(b) The modifications to the Church Parking lot will include no less than $80,000.00 of hardscape additions and enhanced landscaping.

d. Project Maintenance and Refuse Collection.

(1) The Developer Parties shall maintain the Project and the Property in first-class condition at all times following the construction of the Project.

(2) Refuse from the Project shall be collected and stored within the underground parking structure. Refuse collection shall be facilitated through the use of a "trash chute(s)" within the building. At appropriate intervals, the refuse shall be transported via a tractor or lift to a collection point along Calvert Street for final transportation and disposal by a third party refuse service. Refuse shall not be left at the collection point or other point for longer than six hours.

e. The Zoning/PUD Process:

(1) MAHCA agrees to support the PUD Application by the Developer Parties, to the extent it is consistent with this Development Agreement, in writing and orally before all applicable bodies having review authority of the Project. Further, the Parties

recognize that the Developer Parties filed the PUD Application on December 10, 2002 under its contract with the Church Parties.

(2) The Parties further recognize and agree that (a) other entities, including, but not limited to, the District of Columbia Office of Planning ("**OP**") and the Zoning Commission, may seek to, or require, or make additional changes or modifications to the Project and (b) MAHCA retains the right to oppose any change that materially undermines the goals that MAHCA has sought to achieve through this Development Agreement ("Material Change") and (c) the Developer Parties will (i) not propose any Material Change on their own, (ii) make good faith efforts to notify MAHCA as soon as practicable if any Material Change is suggested by any party hereto or other entity, and (iii) will make a good faith effort to work with the entity proposing the Material Change to address MAHCA's concerns with the Material Change, and (d) if the Final Order requires any Material Change and the Developer Parties acquire the Church Lot, the parties hereto will in good faith negotiate an alternative Development Agreement that will reasonably mitigate any diminution of MAHCA's goals that result from such Material Change.

11/5/03

f. Construction and Building Operation Requirements:

(1) During and after construction, the Developer Parties shall require that all of their personnel and vendors, including construction supply and service vendors, shall comply with all District of Columbia Municipal Regulations applicable to hours of work, noise, dirt, trash, and public heath and safety.

(2) During construction, the Developer Parties shall require that the vehicular movement of all materials and personnel entering and exiting the Project use Wisconsin Avenue and Calvert Street west of 36th Street and such traffic shall not traverse Fulton, Edwards, Davis, Observatory Circle, 35th Place, 36th St, or 36th Place within the MAHCA neighborhood. The Developer Parties shall require adherence to this condition by all of its employees and contractors and retain sufficient employees and other resources to assure compliance with this condition.

(3) The Developer Parties shall arrange for all construction related vehicles working on the Project to be parked on the Property or on other private property located outside the MAHCA neighborhood. The Developer Parties acknowledge that any construction related parking that occurs on the Property shall be subject to a separate agreement with the Church Parties. The Developer Parties shall be responsible for the enforcement of this parking restriction.

(4) The Developer Parties, working with MAHCA and the Department of Consumer and Regulatory Affairs, shall be responsible for maintaining temporary storm water management systems throughout the Project's construction until such time as the permanent facilities are constructed, approved and functioning such that there shall be no adverse water impacts on the MAHCA neighborhood, its environs or the residences therein.

(5) During the preparation of the Property for construction activity and the construction and finishing of the Project, all work shall be performed in accordance with

DCMR Title 12, the District of Columbia Construction Codes 1999 Supplement, and the Developer Parties shall:

(a) assure that the construction site is appropriately screened and fenced to assure minimum visual disruption and safety risk to the MAHCA neighborhood during construction;

(b) permit no activity on the Property that requires the movement of heavy vehicle traffic or other significant traffic to, or from, the Property or which generates sound levels in excess of sixty decibels (60db) or otherwise is likely to significantly disturb the residents of the MAHCA neighborhood and its environs before 7:00 AM or after 6:30 PM on weekdays, before 9:00 AM or after 4:00 PM on Saturdays and on Sundays.

(c) shall make good faith efforts to limit work that is likely to disturb the residents of the MAHCA neighborhood and its environs to weekdays except where limitations on work during the week require work on Saturdays to meet the requirements of construction teams for a 40 hour work week; and

(d) regularly maintain and clean the construction site, the Property, Calvert Street and Wisconsin Avenue to the extent they are affected by the construction.

g. Traffic

(1) The Developer Parties and the Church Parties understand that it is the long-term goal of MAHCA to reduce the volume of through traffic traversing the MAHCA neighborhood, and to limit through traffic, other than emergency traffic, as much as possible to Massachusetts Avenue, Wisconsin Avenue and Garfield Street. The Developer Parties shall work with MAHCA and the Department of Consumer and Regulatory Affairs, District of Columbia Department of Transportation ("**DDOT**") and other governmental agencies to help achieve that goal as well as to minimize the impact to pedestrian and vehicular circulation around the Project during, and after, construction.

(2) Once the Project has been constructed, the Developer Parties shall require that traffic to, and from, the Project enter, and exit, via Wisconsin Avenue and Calvert Street west of 36th Street, NW and such traffic shall not traverse Fulton, Edwards, Davis, Observatory Circle, 35th Place, 36th St, or 36th Place within the MAHCA neighborhood. The Developer Parties shall make this traffic pattern a condition of residence in the Project and impose this restriction on all vendors serving the building or the residences therein and work with MAHCA to assure enforcement of this restriction.

h. Neighborhood Protection and Improvement

(1) The Developer Parties shall work with MAHCA to promote neighborhood improvement projects, including the following: to preserve and enhance the use of the Guy Mason Recreation Center and adjoining public property exclusively as a recreation facility; to prevent further adverse zoning and traffic impacts on the MAHCA neighborhood and its environs, including, but not limited to, any change in zoning along the east side of Wisconsin Avenue between Calvert Street and Massachusetts Avenue

without the consent and support of MAHCA; to reduce thru traffic using the MAHCA neighborhood; and to otherwise enhance the safety and single-family residential character of the MAHCA neighborhood.

(2) In no event shall the Church Parties acquire additional interests in real estate within the MAHCA neighborhood – except for single family house purposes (i.e., home for its pastor, assistant pastor, other church personnel) or the purchase of a religious institution in existence as of the date of this Development Agreement. The Church Parties will seek no zoning changes with respect to any acquisitions of additional interests in property within the MAHCA neighborhood without the consent of MAHCA.

i. MAHCA Support.

MAHCA shall support the Developer Parties and Church Parties in their efforts to have the PUD application approved as long as the approval and development conform to this Development Agreement or as mutually amended by the parties. Further, MAHCA shall encourage the single member district commissioner of ANC 3C (ANC 3C 08) to fully and unconditionally support and defend the Project throughout ANC 3C's review and approval process as well as the process before the Zoning Commission and the National Capital Planning Commission. MAHCA shall encourage the ANC 3C 08 Single Member District Commissioner to oppose any additional financial and non-financial conditions that ANC 3C may try to attach to its approval of the Project or the PUD application.

III. Effective Date.

This Development Agreement reflects the understanding of the Developer Parties and the President of the Massachusetts Avenue Heights Citizens Association as of January 25, 2003 and shall become binding upon the Parties upon the execution of the Development Agreement by the Church Parties, the Developer Parties, and MAHCA.

IV. Enforcement, Amendment and Termination

a. This Development Agreement, or any provision thereof, may only be enforced against the Developer Parties or Church Parties upon a majority vote of the MAHCA in accordance with its corporate charter and/or by-laws.

b. The provisions of this Development Agreement may not be amended or terminated except by a written instrument signed by all parties hereto. In order for MAHCA to sign such an instrument, such amendment or termination must be approved by a majority vote of the Board of Directors of MAHCA in accordance with its corporate charter and/or by-laws.

c. If the PUD Application is not approved or is not initiated by the Developer Parties or the Church Parties, or if the Developer Parties fail to close on the purchase of their defined portion of the Property, this Memorandum of Understanding shall be null and void and of no force or effect.

V. General

a. This Development Agreement contains the entire agreement among the

three Parties regarding the subject matter hereof. There are no promises, conditions, undertakings, warranties or representations, oral or written, express or implied, among them, other than as herein set forth. This Development Agreement may only be modified in writing signed by the parties hereto pursuant to the terms of this Development Agreement.

b. The paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

c. The terms and conditions of this Development Agreement shall be determined in accordance with District of Columbia laws and regulations, without reference to conflicts of law provisions.

d. If any term, condition or provision of this Development Agreement shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Development Agreement shall not be affected thereby, and each term, condition and provision of this Development Agreement shall be valid and enforced to the fullest extent permitted by law.

e. Any waiver or acceptance of any breach or violation of any provision of this Development Agreement shall not constitute a waiver or acceptance of any subsequent breach or violation of the same provision or of any one or more other provisions of the Development Agreement.

f. All notices and other communications hereunder shall be in writing and be deemed duly given if personally delivered or mailed by certified mail, return receipt requested, postage prepaid to the address of such party as executed herein. The parties shall be responsible for notifying each other, in writing, of any change in address.

IN WITNESS WHEREOF, the Parties hereto have executed this Development Agreement as of the day and year 25th day of January, 2003.

St. Luke's Condominium, LLC

St. Luke's United Methodist Church and
The Washington-Columbia District of the
Baltimore-Washington Annual Conference
of the United Methodist Church

Massachusetts Avenue Heights Citizens
Association

EXHIBITS

a. Exhibit A – ALTA Survey of Lot 815 in Square 1935

b. Exhibit B – Church Property Site and Conceptual Landscape Plan

c. Exhibit C – The Building Site Plan

d. Exhibit D – The Building's Elevations

J

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMMISSION 3B
GLOVER PARK & CATHEDRAL HEIGHTS

PO BOX 32312 WASHINGTON, DC 20007
PHONE:202-338-2969 FAX:202-333-8654 E-MAIL:ANC3B@AOL.com
HTTP://WWW.DCNEIGHBORHOODS.com/ANC/3B

March 31, 2003

Alberto P. Bastida
Secretary to the Zoning Commission
441-4th Street, NW
Room 210S
Washington, DC 20001

D.C. OFFICE OF ZONING
2003 APR -7 PM 4:00

RE: PARTY STATUS ST. LUKE'CONDOMINIUM, LLC; WALNUT STREET, LLC; AND JW PROPERTIES II, LLC (The "Developer Parties): CASE #02-50

Dear Mr. Bastida:

This letter is to formally request that Advisory Neighborhood Commission (ANC) 3B receive "Party Status" in the Zoning Commissions' Case #02-50. ANC 3B would like the opportunity to offer testimony on this PUD.

ANC 3B is adjacent to and within 200 feet of the proposed development to be located at the intersection of Calvert Street and Wisconsin Avenue, NW. ANC 3B represents hundreds of residents of apartment buildings located on Wisconsin Avenue, the Guy Mason Recreation Center located on Calvert Street and the residents of Glover Park.

ANC 3B's constituents, who are residents of apartment buildings on Wisconsin Avenue and persons using Calvert Street (the southern side being in ANC 3B) to enter and exit their neighborhoods, are greatly affected by any development which alters the traffic flow on Calvert Street/Wisconsin Avenue.

ZONING COMMISSION
District of Columbia
Case No. 02-50
Exhibit No. 18

Enclosed you will find a copy of a resolution which was passed unanimously by ANC 3B at its March 13, 2003 regularly scheduled meeting, supporting development at this site, but raising concerns as to the size and scale, the orientation of the building and the potential impact of the traffic along Calvert Street and Wisconsin Avenue.

ANC 3B has shared these concerns with the "developer". It is our hope that the applicant will have addressed the ANC's concerns in their final submission to the Zoning Commission.

Thank you very much for your prompt attention to this matter.

If you have any specific questions I can be reached directly at 202-724-9257.

Sincerely,

Jonathan Orr
Chair
ANC 3B

Enclosure

CC: Walnut Street, LLC/JW Properties II
Dan Tangherlini, Director, District Department of Transportation
Nancy MacWood, Chair, ANC 3C
Jack Everett, President, Glover Park Citizens Association
Honorable Kathy Patterson
Anne Yarborough, Pastor, St. Luke's United Methodist Church
Paul Cunningham, President, Massachusetts Heights Citizens Association
Colleen Smith, Ward III Transportation Planner
Andy Altman, Director, Office of Planning

This resolution was introduced and considered during a regularly scheduled public meeting of Advisory Neighborhood Commission 3B, March 13, 2003.

Resolution of ANC 3B
in regards to
Proposed St. Luke's Condominium Project

Whereas St. Luke's Church has determined that it will sell property it owns on Calvert Street and Wisconsin Avenue, Lot 815 in Square 1035, ("the property") in order to preserve the financial integrity of the church and its programs;

Whereas the proposed developers of the St. Luke's property, Walnut Street Development Corporation ("the developers") have come before ANC 3B to ask for its approval of the developer's application for a change of zoning status for the property;

Whereas ANC 3B by District of Columbia law has an advisory role in local planning and zoning decisions, and the property in question is within 200 feet of ANC 3B's boundaries;

Whereas ANC 3B recognizes that many of its residents support the sale of the property in order to preserve the financial integrity St. Luke's Church and it programs;

Whereas ANC 3B also recognizes the potential negative impacts the development of the property may have on the community;

Be it resolved that, based on the PUD application submitted by the developers with the District of Columbia Zoning Commission on 24 Feb 2003, case 02-50 (the "planned development"):

I. ANC 3B does not oppose development of the property, if the sale of the property is for the direct benefit of St. Luke's Church and its programs;

II. ANC 3B plans to seek party status in case 02-50 in order to make its concerns known to the Zoning Commission so that these concerns may be addressed in any final zoning order on the planned development;

III. ANC 3B raises significant concerns about the currently proposed development, and seeks to have the developer and the Zoning Commission address these concerns during the zoning decision process. These concerns include:

i. The current orientation of the development's planned vehicular and pedestrian entrances, leaving no provision for a driveway for the building to allow for temporary parking for the use of those who call at the building, except in the entrance to the garage or in the garage itself;

ii. The potential impact of the proposed development on traffic along Calvert Street, especially the lack of a provision to prevent vehicles calling at the building from parking or standing on Calvert Street as it immediately adjoins the property. Such a provision might include, but is not limited to, fencing or railing along Calvert Street, shrubbery, etc. to prevent/discourage disembarkation from vehicles along the street.

iii. Construction traffic for the project, especially as it impacts rush hour traffic. It is the desire of ANC 3B that the developers agree to limit construction traffic and deliveries to the site to the hours of construction permitted by DC law; that efforts be taken to ensure to the greatest extent possible that construction not impede traffic on Wisconsin Avenue or Calvert Street during "rush hour" (7-9 AM, 4-7 PM); that no lanes on either Wisconsin Avenue or Calvert Street will be closed or blocked before or during construction; and that no construction vehicles be "staged" or parked within the ANC's boundaries, except on the property itself.

IV. ANC 3B will work with the developers to come to a formal agreement regarding construction traffic patterns and limits.

Further be it resolved that, in recognition of the potential negative impacts of the planned development on the community, ANC 3B asks the developers to consider undertaking certain community enhancement activities in order to offset some of these negative impacts. ANC 3B asks that the developers consider undertaking the following community enhancement activities:

V. Landscape the Wisconsin Avenue/Calvert Street/37th Street traffic island, and provide for the care of such landscape improvements. The manner and plans for these improvements will be decided in consultation with ANC 3B and appropriate District of Columbia authorities.

VI. Work with the District of Columbia Office of Planning and its consultant Hellmuth Obata+Kassabaum on the Wisconsin Avenue Master Plan. The developer shall consult with ANC 3B on the progress and plans for this project and ultimately make a proportionate contribution towards the plan's implementation as it pertains to "beautification efforts" (trees, plantings, etc.) on Wisconsin Avenue between Calvert Street and Whitehaven Street.

VII. Provide donations to neighborhood charitable (501c3 or as otherwise defined by IRS regulations) community organizations whose focus is community recreational activities or the promotion of such activities, in recognition of the positive impacts to the community of such organizations, according to the following provisions:
i. Total contributions to all eligible organizations in aggregate shall be no less than $25,000;
ii. Contributions shall be in the form of grants, and grants will only be made for specific

purposes or programs. Eligible applicants for such grants must specify the purpose and benefits of projects in their grant request;

iii. The total contribution amount cannot be awarded to only one eligible organization;

iv. Contributions shall be granted only to eligible organizations located within ANC 3B boundaries;

v. The selection of grant awards and the amounts of each grant will be decided by the developers in consultation with ANC3B according to guidelines to be established at a future time;

vii. Grants will be made no later than two years following the award of a perfected PUD order from the Zoning Commission, but will not be made or considered before such time.

-END-

Commission Action:
[X] Approved [ ] Disapproved

Vote (of 5) Commissioners: 5 in favor with 0 opposed.

Jonathan Orr, Chairman

Date: 13 Mar 2003

ADVISORY NEIGHBORHOOD COMMISSION 3C
GOVERNMENT OF THE DISTRICT OF COLUMBIA
CATHEDRAL HEIGHTS • CLEVELAND PARK • MASSACHUSETTS AVE. HEIGHTS
MCLEAN GARDENS • WOODLEY PARK

Single Member District Commissioners
01-Allen Hahn; 02-Kurt Vorndran; 03-Vacant
04-Richard C. Bartel; 05-John Welsh; 06-Trudy Reeves
07-Sheila Hogan; 08-Nancy Nord; 09-Nancy MacWood

2737 DEVONSHIRE PLACE, NW
WASHINGTON, DC 20008
TEL 202/232-2232 • FAX 202/232-2232
Email anc3c@starpower.net
Website http://groups.yahoo.com/group/anc3c

ANC3C RESOLUTION 2003-008

Resolution Regarding St. Luke's Condominium

RECEIVED
D.C. OFFICE OF ZONING
2003 APR -7 PM 4:01

WHEREAS Walnut Street Development (the developer) has contracted to purchase from St. Luke's Church (the seller) property located on the northeast corner of Wisconsin Avenue and Calvert Street, currently zoned for single family residences and seeks to construct on the site a planned unit development of not more than 44 condominium units that will give the appearance of residential townhouses; and

WHEREAS the Glover Park Citizens Association (GPCA) and the Massachusetts Avenue Heights Citizens Association (MAHCA), representing the surrounding neighborhoods, support the planned development; and

WHEREAS the developer and the seller have entered into an enforceable agreement with MAHCA dealing with future development rights on the surrounding property; and

WHEREAS the agreement between the developer and MAHCA considers and seeks to minimize traffic, noise and congestion issues affecting the surrounding neighborhood both during construction and thereafter; and

WHEREAS the developer has agreed to provide two parking spaces for each unit and additional guest parking, thereby negating any additional parking impact on the surrounding neighborhood; and

WHEREAS the developer has agreed to provide support to neighborhood recreational facilities and organizations; and

WHEREAS the developer has agreed to improve and landscape the Church parking lot on the east side of the site as well as the triangle where Wisconsin Avenue, Calvert Street and 37th Street, NW, converge; and

WHEREAS the developer has agreed to undertake a pre-construction survey of properties adjoining the development and repair any damage to such properties caused by the construction; and

WHEREAS Title 11, Chapter 24, Section 2403.6 of the DC Municipal Regulations defines the public benefits required of planned unit developments (PUDs) as "superior features of a proposed planned unit development that benefit the surrounding neighborhood or the public in general;" and

WHEREAS the average summer temperatures in major cities across North America have been on the rise over the past decade largely due to the "urban heat island effect" caused by increased paved, built-over, and hard surface areas, and:

- These artificially high summer temperatures have a range of direct and indirect negative impacts on our quality of life,
- The DC region has been shown to be in non-compliance with the Clean Air Act, in part due to the effect of heat-island induced higher temperatures on air quality,

ZONING COMMISSION
District of Columbia
Case 02-50
Exhibit 18

AB

- Studies have shown that even a conversion of only 5% of buildings to greenroofs can cause a 1-2 degree reduction in average temperature[1],
- Green roofs make roof decks much more pleasant by reducing the air temperatures above the roof[2] and providing a pastoral view of green, living plants,
- Green roofs increase a roof's R-value and provide a transpiration cooling, thereby reducing the heating and cooling costs to residents/tenants in a building; and

WHEREAS the DC Water and Sewer Authority is proposing a $1.4 Billion plan to control combined sewer overflows and is just starting to cost out needed improvements to the non-combined stormwater sewer system, and:

- Green roofs can greatly reduce (on average about 50%) the amount of stormwater flowing into our already over-loaded storm sewers,
- Title 11, Chapter 24, Section 2403.9 of the DC Municipal Regulations specifically mentions possible public benefits of PUDs to include "Environmental benefits, such as stormwater controls and preservation of open space and trees;" and

WHEREAS green roofs provide a visual amenity to taller surrounding buildings, such as several apartment buildings and a hotel which overlook the site of the proposed project; and

WHEREAS green roofs increase project marketability due to free publicity, increased energy efficiency, and visual amenity benefits, thereby enabling up-front cost recovery to project developers; and

WHEREAS the developer has recognized the benefits of green roofs and, upon request of ANC 3C, agreed to add a 5,000 square ft. green roof to the project;

BE IT RESOLVED that ANC 3C urges the Zoning Commission to require that an "extensive" green roof of no less than 5,000 sq. ft. be installed on the proposed project. ANC 3C recommends that this green roof be contiguous to, and possibly surrounding, the proposed roof deck facility envisaged for the St. Luke's project; and

BE IT FURTHER RESOLVED THAT, because of the commitments made by the developer outlined above and otherwise included in the agreement with MAHCA, the Advisory Neighborhood Commission 3C supports the application of the developer for a zoning variance, that this support is conditioned on the developer fulfilling these commitments and that this support and its conditions will be communicated to the Zoning Commission; and

BE IT FURTHER RESOLVED THAT the Advisory Neighborhood Commission 3C, in order to mitigate any adverse impact on the surrounding neighborhood resulting from construction activity, will consult with MAHCA, GPCA and Advisory Neighborhood Commission 3B to develop a construction management agreement with the developer to be presented to the Zoning Commission; and

BE IT FURTHER RESOLVED THAT the Advisory Neighborhood Commission 3c recommends that a lay-by on Calvert Street be approved to minimize any traffic congestion on Calvert Street that may result from vehicles discharging visitors to the building.

This resolution was approved by the ANC 3C by a unanimous vote of 6-0 at its regular public meeting on March 24, 2003, at which a quorum was present.

Attested by Nancy MacWood, Chair, on March 24, 2003 Date

[1] Ontario City study, cited on Magco website, www. Magco.com, and similar studies on www.hotcities.org

[2] http://news.nationalgeographic.com/news/2002/11/1115_021115_GreenRoofs.html