ZONING Comm
CASE 03-21

Before the
ZONING COMMISSION FOR THE DISTRICT OF COLUMBIA

PUBLIC HEARING

ST. COLETTA OF GREATER WASHINGTON, INC.
Consolidated Planned Unit Development and Map Amendment
Square E-1112, Part of Lot 800, Reservation 13
D.C. GENERAL CAMPUS

NOVEMBER 3, 2003

EVANNA POWELL
Resident, Citizen and Taxpayer of the DIstrict of Columbia

DC ... 2003 NOV -4 AM 11:57

Good evening Commission members. I am Evanna Powell, a resident, citizen and taxpayer of the District of Columbia. I am here to express my opposition to St. Coletta's request for a Planned Unit Development (PUD) at, and a Map Amendment of, the Square E-1112, Part of Lot 800, Reservation 13, the D.C. General Campus.

I oppose the PUD and zoning change because the District of Columbia does not own Reservation 13, the D.C. General Campus. The federal government owns Reservation 13, and therefore the Zoning Commission lacks the authority to zone federal property, and therefore, lacks the authority to zone Reservation 13.

The District does not own Reservation 13 because the October 25, 2002 Letter of Transfer of Jurisdiction of Reservation 13 from the federal government to the District failed to transfer title to the District.

I oppose this request because the October 25, 2002 attempted, proported Letter of Transfer of Jurisdiction failed to transfer title because the Letter does not contain all the required federal signatures, approvals. The only federal signature, approval, in the Letter is the signature of the Administrator of the Government Services Administration, and not the additional signature, approval, of the Director of the Office of Management and Budget as required by 41 CFR 101-47.203-7(f)(2)(ii)(B). (SEE EXHIBITS 1+2)

I oppose this request for a PUD and Map Amendment because Reservation 13, the D.C. General Campus was not in June 2002 when the transfer request was made, and is not now, "Excess Real Property" which is a basis for transfer. Since 1846 until 2001, Reservation 13, the D.C. General Campus, was used as a public hospital and continues to be used as a jail. Moreover, Reservation 13, as of today, continues to be used for medical clinic purposes.

ZONING COMMISSION
District of Columbia
Case 03-21
Exhibit 36

ZONING COMMISSION
District of Columbia
CASE NO.03-21
EXHIBIT NO.36

I oppose St. Coletta's request for a PUD at, and Map Amendment relating to, Reservation 13, the D.C. General Campus, **based on changed circumstances, deteriorated circumstances in access to, and delivery of, health care in the District, since St. Coletta made its request in July 2003.** The District has no public hospital, the privatized substitute provider is in bankruptcy, lost its hospital accreditation, assets were scheduled to have been sold by the bankruptcy court October 29, 2003, and to date, the privatized substitute's utlimate status is unknown to the speaker. Last week Howard University withdrew its bid to buy the substiitute provider. In *The Washington Post* dated November 1, 2003, I read the Mayor said Howard University would build and operate a new hospital on Reservation 13, the D.C. General Campus. (SEE EXHIBIT 3)

I oppose St. Coletta's request for a PUD and Map Amendment for the reasons stated, and because I find a decision at this time would be premature in light of the District's current health care crisis and questions about the District's ownership of Reservation 13, I request that the Zoning Commission table this matter until ownership of Reservation 13 has been clarified and determined, and the District has decided what it will do regarding mitigating the health care crisis in the District and providing a hospital facility for its citizens at Reservation 13, the D.C. General Campus.

Thank you.

EXHIBIT 1

GSA

GSA National Capital Region

October 25, 2002

The Honorable Anthony A. Williams
Mayor of the District of Columbia
1350 Pennsylvania Avenue, N.W.
Washington, DC 20004

Dear Mayor Williams:

Thank you for your "Request for Transfer of Excess Real and Related Personal Property" dated July 2, 2002, requesting the transfer of Federal real property to the municipal government of the District of Columbia.

The property is known as Reservation 13 and is located in southeast Washington, D.C. It is bound by Independence Avenue, S.E., on the north; by 19th Street, S.E., on the west; by G Street, S.E., on the south; and by United States Reservation 343 on the east. The property is more particularly described as follows: BEGINNING AT A POINT, said point being the southeast corner of the intersection of Independence Avenue, S.E., and 19th Street, S.E., and proceeding due East 1164.0 feet to a point; thence proceeding in a southeasterly direction along an arc with a radius of 1050.0 feet and a delta of 37 degrees 34 minutes 44 seconds East an arc distance of 688.87 feet to a point; thence due South 969.39 feet to a point; thence proceeding in a southwesterly direction along an arc with a radius of 909.81 feet and a delta of 27 degrees 29 minutes 30 seconds West an arc distance of 436.55 feet to a point; thence South 27 degrees 29 minutes 30 seconds West 201.45 feet to a point; thence due West 980.13 feet to a point; thence due North 478.33 feet to a point; thence due West 206.0 feet to a point; thence due North 2208.42 feet to the Point of Beginning; containing 65.73 acres, more or less. For purposes of taxation and assessment the property is recognized as a portion of Lot 800 of Square E-1112.

Pursuant to the Federal Property and Administrative Services Act of 1949, as amended, (40 U.S.C. 481 et seq.) and acting under the authority delegated to me, I hereby transfer the property to the District of Columbia (hereafter "the District") without reimbursement, subject to the conditions specified below. In addition to those rights and responsibilities previously maintained, the District will assume sole custody and accountability for the property. Because of the District's use and occupancy of the property, and by virtue of this transfer and acceptance thereof, the District expressly releases the Federal government from any liability of whatever nature with respect to the property.

U.S. General Services Administration
301 7th Street, SW
Washington, DC 20407-0001
www.gsa.gov

1. Environmental Protection: The property is transferred subject to compliance by the District with the provisions of the National Environmental Policy Act of 1969, as amended, including the preparation of an environmental impact statement if required.

2. Notice Regarding Hazardous Substance Activity: Pursuant to 40 CFR 373 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), [42 U.S.C. 9620(h)(1)], and based on a complete search of agency files, the United States gives notice that no hazardous substances have been released, disposed of, or stored for one year or more on the property:

   2.1. The District acknowledges and agrees that in its use and occupancy of the property it will comply with all Federal, state, and local laws relating to hazardous substances.

   2.2. The District acknowledges it is a potentially responsible party as defined by CERCLA and that the Federal government has no liability with respect to any remediation as a result of the District's prior, current, or future use of the property.

   2.3. The District acknowledges that the Federal government has no environmental responsibility or liability relating to use of the property by the District, its agents, contractors, lessees, or any entity acquiring a possessory interest in the property through the District. The District will forever hold harmless and indemnify the Federal government with respect to environmental contamination on the property or any part thereof, and all claims, actions, and judgments, including all costs, arising from and relating to the use of the property.

3. Historic Preservation: The following conditions shall be binding on the parties hereto, their successors, assigns, and all other parties having an interest in the property. However, the District of Columbia Historic Preservation Officer (HPO) may for good cause, and with the concurrence of the Advisory Council on Historic Preservation (ACHP), modify or cancel any or all of the following restrictions upon written request:

   3.1. The structures situated on the subject property will be assessed, preserved, and maintained in accordance with plans approved in writing by the HPO. Any development of the property shall be in compliance with *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, and plans shall be approved by the HPO for guidance in planning the development and redevelopment of the property. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures must be undertaken with the prior permission of the HPO. If the developing party and the HPO are unable to agree on the proposed development, the developing party shall forward all documentation relevant to the dispute to the ACHP. The developing party, HPO, and the ACHP shall reach an agreement regarding the proposed development. In the event of violation of

these conditions, GSA or the HPO may institute a suit to enjoin such violation or for damages by reason of any breach thereof.

4. Extension of Massachusetts Avenue: The District hereby covenants and agrees that no improvement shall be constructed that would impede the extension of Massachusetts Avenue southeastward, in line with said Avenue's present orientation and width, extending onto the adjoining Reservation 343, terminating in a cul-de-sac or traffic circle upon the southeastern boundary line of the property and said Reservation, the radius of which shall be at least four (4) times the width of said Avenue and emanate from a point on said boundary line intersecting with the mid-point of said Avenue as extended. This covenant shall be binding upon the property, the Transferee, and all other persons who shall have an interest in the property, including without limitation, all lessees, licensees, grantees, assigns and transferees thereof. In furtherance of this covenant, the District shall cause to be recorded in the Office of the Surveyor for the District of Columbia, within 12 months of the date hereof, a plat showing the land described in this covenant upon the property, in line with the extension of Massachusetts Avenue as described herein, as set aside for public highway and declared to be absorbed as part of the street system of the District of Columbia.

5. Existing Interest: The District acknowledges the leasehold tenancy of the Federal Court Services and Offender Supervision Agency (CSOSA) on the property and covenants that future reasonable accommodation shall be preserved unabated and uninterrupted, and in accordance with applicable law, unless terminated by the act and decision of CSOSA.

6. Air Navigation: The District covenants for itself and any tenants to the property herein described, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with 14 CFR 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Action of 1958, as amended.

7. Outgrants: The District shall not enter into any lease or other outgrant agreement for the property or any portion thereof for a term which, including all options, exceeds fifteen (15) years, without prior notification to GSA and receipt of certification from GSA that there is no known Federal user for the property in question, except as otherwise provided herein. In the event a Federal user is identified for the property under consideration to be granted out, GSA shall have the option to transfer custody and accountability back from the District at no cost to meet the identified need. GSA shall have the option to request the District to transfer custody and accountability to the Federal government at no cost within sixty (60) days unless additional time is required, and, upon such request, the District shall transfer the property within sixty (60) days or a mutually agreeable time thereafter. In the event no Federal user is identified for the property under consideration to be granted out, GSA shall use best efforts to issue such certification within sixty (60) days. The foregoing limit of a

maximum 15 year term for any lease or outgrant for the property, inclusive of options, without prior notification to GSA and certification from GSA as aforesaid, shall not apply to the following leases or outgrants of the property:

7.1 District leases or other outgrants to governmental entities of the District, including ancillary transactions necessary to support municipal government occupancy including commercial or retail concerns such as dry cleaners or food establishments.

7.2 District ground leases or outgrants to third parties, used as a financing mechanism by the District for the development of municipal facilities, wherein such third parties construct improvements under District plans and specifications, and lease back to the District the completed project, land and improvements.

Please acknowledge receipt of this transfer in the space provided below and return a copy to this office. The signed acknowledgement of this letter shall constitute the agreement of the government of the District of Columbia to the conditions, restrictions, and limitations, and obligations set forth above.

Sincerely,

Donald C. Williams
Regional Administrator

ATTEST:
I, Jerie R. Holliday, a Notary Public in and for the District of Columbia, do hereby attest that Donald C. Williams, who is known to me, appeared before me in said District, and executed this instrument this 25th day of October, 2002.

My Commission expires J. RENEÉ HOLLIDAY Notary Public, District of Columbia My Commission Expires November 30, 2005.

(SEAL)

Notary Public

ACKNOWLEDGEMENT BY TRANSFEREE:
I hereby acknowledge receipt and acceptance of the transfer letter for Reservation 13 in southeast Washington, D.C.

SIGNATURE: Courtney A. Williams DATE: 10/30/02

ATTEST:
I, Lorie R. Holliday, a Notary Public in and for the District of Columbia, do hereby attest that Mayor A. Williams who is known to me, appeared before me in said District, and executed this instrument this 30th day of October, 2002.

My Commission expires J. RENEE HOLLIDAY Notary Public, District of Columbia My Commission Expires November 30, 2005.

(SEAL)

Notary Public

EXHIBIT 2
(cover)

1 of 1 DOCUMENT

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*** THIS SECTION IS CURRENT THROUGH THE AUGUST 28, 2002 ISSUE OF ***
*** THE FEDERAL REGISTER ***

TITLE 41 -- PUBLIC CONTRACTS AND PROPERTY MANAGEMENT

SUBTITLE C -- FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM

CHAPTER 101 -- FEDERAL PROPERTY MANAGEMENT REGULATIONS

SUBCHAPTER H -- UTILIZATION AND DISPOSAL

PART 101-47 -- UTILIZATION AND DISPOSAL OF REAL PROPERTY

SUBPART 101-47.2 -- UTILIZATION OF EXCESS REAL PROPERTY

§ 101-47.203 UTILIZATION

41 CFR 101-47.203-7

§ 101-47.203-7 Transfers.

(a) The agency requesting transfer of excess real property and related personal property reported to GSA shall prepare and submit to the proper GSA regional office GSA Form 1334, Request for Transfer of Excess Real and Related Personal Property (§ 101-47.4904). Instructions for the preparation of GSA Form 1334 are set forth in § 101-47.4904-1.

(b) Upon determination by GSA that a transfer of the property requested is in the best interest of the Government and that the requesting agency is the appropriate agency to hold the property, the transfer may be made among Federal agencies, to mixed-ownership Government corporations, and to the municipal government of the District of Columbia.

(c) [Reserved]

(d) Transfers of property to executive agencies shall be made when the proposed land use is consistent with the policy of the Administrator of General Services as prescribed in § 101-47.201-1 and the policy guidelines prescribed in § 101-47.201-2. In determining whether a proposed transfer should be approved under the policy guidelines, GSA and OMB may consult informally to obtain all available data concerning actual program needs for the property.

(e) GSA will execute or authorize all approved transfers to the requesting agency of property reported to GSA. Agencies may transfer without reference to GSA excess real property which is not reported to GSA under the provisions of § 101-47.202-4(b) (1), (2), and (4). However, such transfers shall be made in accordance with the principles set forth in this section.

(f) Pursuant to an agreement between the Director, Office of Management and Budget, and the Administrator of General Services, reimbursement for transfers of excess real property is prescribed as follows:

(1) Where the transferor agency has requested the net proceeds of the transfer pursuant to section 204 (c) of the Act, or where either the transferor or transferee agency (or organizational unit affected) is subject to the Government Corporation Control Act (31 U.S.C. 841) or is a mixed-ownership Government corporation, or the municipal government of the District of Columbia, reimbursement for the transfer shall be in an amount equal to the estimated fair market value of the property requested as determined by the Administrator: Provided, That where the transferor agency is a wholly owned Government

corporation, the reimbursement shall be either in an amount equal to the estimated fair market value of the property requested, or the corporation's book value thereof, as may be agreed upon by GSA and the corporation.

(2) Reimbursement for all other transfers of excess real property shall be:

(i) In an amount equal to 100 percent of the estimated fair market value of the property requested, as determined by the Administrator, or if the transfer is for the purpose of upgrading facilities (i.e., for the purpose of replacing other property of the transferee agency which because of the location, nature, or condition thereof, is less efficient for use), the reimbursement shall be in an amount equal to the difference between the estimated fair market value of the property to be replaced and the estimated fair market value of the property requested, as determined by the Administrator.

(ii) Without reimbursement when the transfer is to be made under either of the following conditions:

(A) Congress has specifically authorized the transfer without reimbursement, or

(B) The Administrator with the approval of the Director, Office of Management and Budget, has approved a request for an exception from the 100 percent reimbursement requirement.

(1) A request for exception from the 100 percent reimbursement requirement shall be endorsed by the head of the executive department or agency requesting the exception.

(2) A request for exception from the 100 percent reimbursement requirement will be submitted to GSA for referral to the Director, Office of Management and Budget, and shall include an explanation of how granting the exception would further essential agency program objectives and at the same time be consistent with Executive Order 12348, dated February 25, 1982. The unavailability of funds alone is not sufficient to justify an exception. The above required data and documentation shall be attached to GSA Form 1334 by the transferee agency on submission of that form to GSA.

(3) If the Administrator with the approval of the Director, Office of Management and Budget, approves the request for an exception, the Administrator may then complete the transfer. A copy of the Office of Managment and Budget approval will be sent to the Property Review Board.

(4) The agency requesting the exception will assume responsibility for protection and maintenance costs where the disposal of the property is deferred for more than 30 days because of the consideration of the request for an exception to the 100 percent reimbursement requirement.

(g) Excess property may be transferred to the Senate, the House of Representatives, and the Architect of the Capitol and any activities under his direction, pursuant to the provisions of section 602(e) of the Act. The amount of reimbursement for such transfer shall be the same as would be required for a transfer of excess property to an executive agency under similar circumstances.

(h) The transferor agency shall provide to the transferee agency all information held by the transferor concerning hazardous substance activity as outlined in § 101-47.202-2.

HISTORY: [29 FR 16126, Dec. 3, 1964, as amended at 37 FR 5029, Mar. 9, 1972; 40 FR 12078, Mar. 17, 1975; 42 FR 40698, Aug. 11, 1977; 47 FR 56499, Dec. 17, 1982; 49 FR 29222, July 19, 1984; 56 FR 15048, Apr. 15, 1991]

AUTHORITY: AUTHORITY NOTE APPLICABLE TO ENTIRE PART:

40 U.S.C. 486(c).

NOTES: NOTES APPLICABLE TO ENTIRE TITLE:

EXHIBIT 3

Williams Willing To Help Finance New SE Hospital

Howard Would Operate Facility Near the Campus of D.C. General

11-13

By Craig Timberg
Washington Post Staff Writer

Mayor Anthony A. Williams said last night that he has agreed to pay some of the costs of building a new hospital in Southeast Washington that would be operated by Howard University near the site of D.C. General Hospital, which the mayor closed two years ago.

Two D.C. Council members said the plan could end the uncertainty touched off by the closing of the city's only public hospital and by the precarious condition of the only other general hospital in the southeastern quadrant, where many of the city's poorest residents live.

The outlines of the deal were uncertain, but Williams said in an interview that he had agreed in concept with the request of several council members to assist in a deal likely to cost as much as $120 million. The council members involved said they favor a facility of about 110 beds with an emergency room that could treat major trauma patients.

Williams said that Howard wants to move much of its hospital from Georgia Avenue in Northwest Washington to the area called Reservation 13, a 67-acre tract that includes the D.C. General campus. No Howard official could be reached last night to con-

See HOSPITAL, B5, Col. 4

Mayor Agrees to Help Build SE Hospital

HOSPITAL, From B1

firm this plan.

"I'm willing to help build it," the mayor said. "That's where I've left it."

The plan comes at the request of council members Kevin P. Chavous (D-Ward 7), David A. Catania (R-At Large) and others who strenuously resisted the mayor's decision in 2001 to close D.C. General to in-patient care.

The hospital treated a large number of indigent patients and was one of only two full-service hospitals in the city's southeastern corner. The owner of the other, Greater Southeast Community Hospital, entered bankruptcy last year and has struggled to regain its financial footing.

"We're going to build a new public hospital," Chavous said last night. "This is a very big deal."

Catania, who along with Chavous has been the mayor's fiercest critic on D.C. General and public health, said, "This is, I believe, a way to put all the acrimony of the past three years behind us."

Officials were quick to caution that a new hospital, if it materializes, would not be operated by the city government, which they say contributed to the demise of D.C. General. "We don't do hospitals well," Chavous said.

Health care has been one of the most troublesome issues for Williams throughout his nearly five years in office. His push to dramatically scale back services at D.C. General provoked vigorous protest and contributed to complaints that he was out of touch with the needs of the mostly African American neighborhoods it served.

Williams sought to replace D.C. General with a medical system that allowed the working poor to get access to health care at other facilities, including any of the hospitals in the city. It was to give primary care and other broad services to a population that had rarely sought them before.

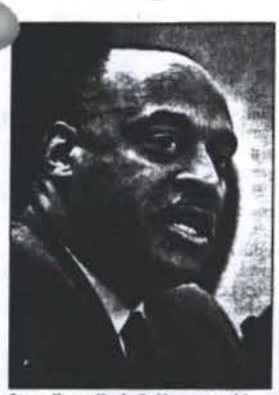
But the system has proved more expensive than administration officials projected. The bankruptcy of Greater Southeast strained the system, and in recent months complaints from other hospitals have grown louder.

The issue had grown so acute that when Williams hired a new city administrator, Robert C. Bobb, last month, health care issues became his first and highest priority.

Council members said Bobb was instrumental in lobbying for the Howard deal in contrast to his predecessor, John A. Koskinen, who had taken a lead role in constructing the health care alliance.

Soon after Bobb took office, he indicated that he would take a fresh look at the problems of health care and hospitals. "With me, it's a clean slate," he said.

Since then, Bobb has been in ne-



Councilman Kevin P. Chavous said, "We're going to build a new public hospital. This is a very big deal."

he said, Howard wanted to move and he was merely "open to using city capital dollars to aid in that effort."

He added, "Howard University is moving its hospital to the D.C. General campus."

As for the city's financial involvement, Williams said, "There's no financial parameters."

Both Chavous and Catania favor having the city pay most, if not all, of the construction costs. Catania said Howard may be able to compensate the city by covering the costs of patients who have no insurance.

Reservation 13 is a site long relegated to institutional uses such as D.C. General and the city jail. Williams and his planning office have pushed for a dramatic new vision of the site that would extend roadways such as Massachusetts Avenue toward the Anacostia River while building a community with a mix of retail and residential uses.

The master plan envisions 800 units of housing, 35,000 square feet of retail space and 3.2 million square feet of space for other commercial or institutional uses.

Council weighs new hospital

D.C. General would be razed

By Jim McElhatton
THE WASHINGTON TIMES

The D.C. Council will introduce emergency legislation today that lays the groundwork for building a new hospital on the site of D.C. General Hospital in Southeast.

Three years after its closure, D.C. General would be demolished and replaced with the National Capital Medical Center, a "new, modern hospital built from the ground up," Howard University President H. Patrick Swygert said yesterday.

"We're not interested in a retrofitted facility," said Mr. Swygert. "If it's going to work, it's going to have to work as a modern facility."

The emergency legislation proposes that Mayor Anthony A. Williams begin negotiating with Howard to build the new facility, though university and D.C. officials said talks have been ongoing for several weeks.

"We're very excited about this," said council member David Catania, at-large Republican. "We wanted to be sure that Howard's leadership knew the city was committed to this."

Mr. Catania said he and council member Kevin Chavous, Ward 7 Democrat, have been in frequent contact with Howard officials.

City officials said there are stark differences between the proposed facility and D.C. General, which caused the city to lose tens of millions of dollars before it was closed.

"We are not proposing to build a public hospital," said Tony Bullock, spokesman for Mr. Williams. "Howard University approached us with the idea that they would relocate all or most of their hospital and teaching facility to that site. We're saying that it's a very interesting idea and so let's explore it further."

BUILD

From page B1

the District and Howard was first reported by NewsChannel 8.

The Howard University Hospital Construction Emergency Act of 2003, slated for consideration by the council today, calls for Mr. Williams to pursue a long-term lease deal with Howard, with the agreement due back to the council for approval by Jan. 15.

The measure also says the agreement "shall provide that the District shall not own, manage or operate the new hospital."

Though no cost estimates are available yet, Mr. Swygert said Howard probably could finance construction of the hospital without additional city financing.

"We will need help, but what form that help will take is something that we're going to explore over the next 90 days," Mr. Swygert said, referring to negotiations with city officials.

"We're trying to avoid the use of words like 'subsidized' and 'set asides,' " he said.

The prospect of Howard University taking over the D.C. General campus is nothing new. Mr. Swygert said university and city officials have discussed the possibility for several years.

The idea resurfaced when Howard recently pulled out of negotiations to take over Greater Southeast Community Hospital, which is in the middle of bankruptcy proceedings.

Howard had placed a preliminary bid of $22 million to buy Greater Southeast, but the university announced last month that it was pulling its proposal.

Mr. Swygert said Mr. Williams and several council members who lobbied Howard to take over Greater Southeast were disappointed by the university's decision.

"Then we started looking at other alternatives," Mr. Swygert said. "I think a consensus was reached rather quickly not to pursue Greater Southeast, but to build a new hospital."

Under the legislation, the District would lease land from Reservation 13 in Southeast to Howard, which would build and operate the National Capital Medical Center.

The center would include the hospital, a new school of public health, a research complex and medical offices for D.C. physicians. How much of Howard's current hospital campus on Georgia Avenue in Northwest would continue operating after construction of the new facility remains unclear.

Mr. Swygert said the university would likely seek financial help from the National Institutes of Health and the U.S. Department of Health and Human Services to operate the new 110-bed facility.

"We'll certainly reach out to the federal sector to see what kind of help is out there," Mr. Swygert said. "Building the hospital is only one step."