

Holland & Knight

800 17th Street, NW, Suite 1100 | Washington, DC 20006 | T 202.955.3000 | F 202.955.5564
Holland & Knight LLP | www.hklaw.com

KYRUS L. FREEMAN
202-862-5978
kyrus.freeman@hklaw.com

March 23, 2015

VIA IZIS AND HAND DELIVERY

D.C. Zoning Commission
441 4th Street, N.W., Suite 210
Washington, DC 20001

Re: **Z.C. Case No. 08-07A (Second-stage PUD and Modifications to an Approved PUD)**
Additional Information Requested by Zoning Commission

On behalf of Four Points, LLC and Curtis Properties, Inc. (together the “Applicant”), we hereby submit the following information requested by the Zoning Commission after taking proposed action on this application at the February 9, 2015 public meeting.

1. Reasons for Not Providing a Green Roof

At the Zoning Commission meeting on February 9, 2015, Commissioner Cohen requested that the Applicant explain why the project does not include a green roof. As indicated on Sheets 30-35 of the architectural plans and elevations dated January 12, 2015 (Exhibit 80A), the Applicant is pursuing Enterprise Green Communities standards (“Green Communities”). The building is designed to achieve 46 points under Green Communities, which is equivalent to LEED Silver.

Green Communities certification requires “reduced heat-island effect” roofing, which for a flat roofed-building is defined as either (i) an EnergyStar-compliant light-reflective “cool” roof, or (ii) a vegetated “green” living roof. The Applicant is providing a cool roof on the building, rather than a green roof for the following reasons:

- a. A cool roof is often more energy efficient than a green roof. EnergyStar-compliant cool roofs lower energy costs during the day whenever the sun is out. In contrast, the soil component of a green roof does not provide measurable insulation value and the green roofing only lowers energy costs when combined with active irrigation and water cooling, which raises water usage.
- b. A cool roof is more cost effective to construct than a green roof. A cool roof adds no additional loads to the structure, whereas a green roof adds considerable weight and therefore costs to the structural system.

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District of Columbia
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EXHIBIT NO.87

- c. The Green Communities scorecard awards three points for a cool roof but only one point for a green roof.

In addition, to achieve Green Communities certification, the building will utilize the following sustainability features: EnergyStar rated appliances, lighting fixtures, and windows; Water Sense-labeled plumbing fixtures; high efficiency hot water heaters rated at 96 percent or higher; HVAC equipment with a Seasonal Energy Efficiency Ratio (“SEER”) rating of 15 or higher; and an exterior building envelope that will exceed the code-mandated insulation values by 15 percent. Thus, the Applicant believes that although the building does not include a green roof, the building incorporates a significant number of other sustainability features that are consistent with those of other PUDs recently approved by the Zoning Commission.

2. Community Benefits Agreement

At the Zoning Commission meeting on February 9, 2015, Commissioner Hood asked the Applicant to continue working with the community and ANC 8A to finalize and sign a Community Benefits Agreement (“CBA”) prior to taking final action.

Subsequent to the Commission’s meeting, the Applicant has made good faith efforts to meet with the ANC/community and finalize a mutually-beneficial CBA. For example, the Applicant met with the ANC 8A Executive Committee on February 17, 2015, and the full ANC on February 28, 2015. The Applicant also contacted the ANC and community representatives multiple times in effort to reach an agreement. A chart detailing all of the Applicant’s correspondence with the community since the public meeting is attached hereto as Exhibit A.

The proposed CBA includes a number of provisions specifically requested by the community. For example, the Applicant is committed to employing and training low-income District residents; contracting with Section 3 businesses and Small Business Enterprises; and hiring interns from Ward 8 throughout the construction process. The Applicant has further agreed to support arts-related uses in Anacostia and the Anacostia BID, and will grant access to ANC 8A and the CBA’s signatory civic associations to the building’s roof terrace no less than two times per year. A copy of the CBA to which the Applicant is willing to commit is attached hereto as Exhibit B.

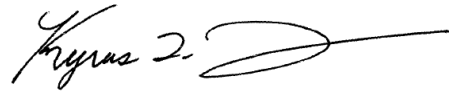
Despite the Applicant’s good faith efforts, the parties have not been able to reach an agreement. A copy of the ANC/community-proposed CBA is attached hereto as Exhibit C. As indicated in the notes included in Exhibit C, the ANC/community-proposed CBA includes a number of provisions that substantially exceed the scope of the PUD, given the project’s size and affordability commitment.

Overall, the record indicates that the PUD will have a positive impact on the community. Consistent with 11 DCMR §§ 2400.2-3, the project’s public benefits will advance the public health, safety, welfare, and convenience, and are in proportion to the flexibility requested. The building will generate much-needed new housing and affordable housing, live/work units for artists, and common space for teachers, and will activate this section of Martin Luther King Jr.

Avenue into a safe, pedestrian-friendly corridor. The Applicant therefore respectfully requests that the Commission take final action to approve the PUD.

Thank you for your considerate attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyrus L. Freeman", with a long horizontal flourish extending to the right.

Kyrus L. Freeman

Attachment

Cc:	Advisory Neighborhood Commission 8A	(with enclosure, Via U.S. Mail)
	Maxine Brown-Roberts, D.C. Office of Planning	(with enclosure, Via Hand)
	Anna Chamberlin and Ryan Westrom, DDOT	(with enclosure, Via Hand)
	Alan Bergstein, D.C. OAG	(with enclosure, Via Email)

Applicant's Recent Correspondence with ANC 8A/Community Representatives

Date	Action
January 5, 2015	Applicant met with ANC/community representatives to review design changes and discuss CBA; Applicant requested to be on ANC's Jan. 6 agenda but it was full.
January 21/22, 2015	Applicant requested feedback from ANC/community representatives on CBA.
January 24, 2015	Applicant responded affirmatively to ANC/community representative request to add the Anacostia Home Owners Association to the CBA.
February 12, 2015	Applicant sent ANC/community representatives latest copy of CBA.
February 16, 2015	Applicant provided project update in response to request from ANC/community representatives.
February 17, 2015	ANC/community representatives revised the CBA and sent to the Applicant. Applicant met with ANC's Executive Committee.
February 18, 2015	ANC representative indicated its plan to meet with community leaders on Friday, Feb. 20 to discuss CBA. Applicant offered to meet with ANC/community representatives over the weekend (Feb. 21-22) to discuss proposed changes to CBA.
February 23, 2015	Applicant emailed ANC/community representatives after hearing no response from Feb. 18 email and offered to talk or meet.
February 27, 2015	Applicant emailed ANC/community representatives after hearing no response from Feb. 18 or 23 emails; requested phone call or meeting to discuss CBA.
February 28, 2015	Applicant presented at ANC 8A06 meeting.
March 2, 2015	By email, Applicant requested vote in support of the CBA at the March 3 ANC meeting. ANC representative confirmed that the ANC's March 3 agenda included a vote on the CBA.
March 3, 2015	ANC/community representatives sent Applicant a revised CBA with additional revisions. Applicant requested phone call to discuss revisions; sent revised CBA that incorporated ANC's comments regarding the public complaint process.

March 4, 2015	<p>ANC representative alerted Applicant that March 3 ANC meeting was canceled due to weather; noted that ANC had additional suggestions regarding employment benefits.</p> <p>Applicant requested phone call/meeting with ANC/community representatives to review outstanding comments and finalize CBA.</p>
March 9, 2015	Applicant emailed ANC/community representatives after hearing no response after March 4 email.
March 12, 2015	ANC/community representatives sent a copy of the CBA with their proposed changes and some of the Applicant's changes; also requested explanation regarding some of the Applicant's changes.
March 13, 2015	Applicant sent revised CBA that included explanations of the Applicant's changes; offered to discuss over the phone.
March 17, 2015	<p>Applicant emailed ANC/community representatives after receiving no response from March 13 email; offered to discuss over the phone.</p> <p>ANC representative emailed Applicant requesting that Applicant provide the reasons why the community's requested benefits cannot be met.</p>
March 18, 2015	Applicant requested in-person meeting with ANC/community representatives to review CBA; Applicant offered to go point-by-point through the agreement.
March 19, 2015	<p>ANC/community representatives requested Applicant to send email that addresses point-by-point questions.</p> <p>Applicant sent email with point-by-point explanations; requested phone call or meeting to discuss.</p>
March 20, 2015	<p>Applicant sent email to confirm whether ANC/community representatives had reviewed its comments.</p> <p>ANC/community representatives responded that they would review and provide comments on March 20.</p>

COMMUNITY BENEFITS AGREEMENT

BY AND BETWEEN FOUR POINTS DEVELOPMENT, LLC,

ANC 8A AND LOCAL ORGANIZATIONS

This Community Benefits Agreement (“Agreement”) is made as of March ____ 2015, by and between Four Points Development, a District of Columbia limited liability company, (the “Developer”), ANC 8A (the “ANC”) and the organizations listed on the signature page below (collectively, the “Parties”) for the purpose of detailing the community benefits related to the development of 2255 Martin Luther King Jr., Ave., SE, Washington DC 20020 (Lot 839 and a portion of Lot 906 in Square 5785) (the “Property”).

ARTICLE I

WHEREAS, on September 9, 2013, the Zoning Commission of the District of Columbia (“Zoning Commission”) approved an application submitted by the Developer for preliminary and consolidated approval of a planned unit development (“PUD”) and related zoning map amendment for the property known as Square 5772, Lots 827, 829, 831, 880, 984, 1017, and 1019; Square 5783, Lots 829 and 1018; Square 5784, Lots 898, 899 and 900; and Square 5785, Lots 839 and 906 (the “Development Site”). The first stage application was approved pursuant to Z.C. Order No. 08-07, which became final and effective on October 25, 2013 (“First Stage Approval”).

WHEREAS, on June 27, 2014, the Developer submitted an application for review and approval of a second stage PUD and modifications to the approved PUD for the Property (“Second Stage Application”).

WHEREAS, the Developer has proposed to develop the Property with a first-class 65-foot residential building (“Building I”) with approximately 68,263 square feet of gross floor area at a density of 2.85 floor area ratio (“FAR”). The building would accommodate no more than 71 residential units; provide a mixture of 20% market rate units located in the upper levels; 80% of the units devoted to households earning up to 60% of the area median income (“AMI”).

WHEREAS, the PUD Process seeks to ensure that the approvals relating to the Property provides appropriate and adequate project amenities and public benefits for area residents and the community.

WHEREAS, the Parties have met and agreed to enter into this Agreement to outline the community benefits agreement relating to the Property.

WHEREAS, the Parties acknowledge that this Agreement only relates to the Property.

WHEREAS, with the following conditions in mind, the Parties agree to support the Second Stage Application.

WHEREAS, the Parties intend for this MOU to be enforceable through the conditions in any Zoning Commission order granted for the Property.

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

1. Design Review.

- a. Community Consultation. The Parties acknowledge that the Developer has met a number of times with representatives of the ANC and local organizations to ensure that the design has addressed the communities concerns. The Parties agree that the Architectural Plans and Elevations attached hereto as Exhibit A reflect a number of improvements and changes that were requested by the community groups at various meetings. The Developer agrees to meet with ANC 8A and local organizations if there are any major design changes to the plans attached hereto as Exhibit A. By signing this Agreement, the Parties acknowledge their support of the plans attached hereto as Exhibit A.

2. Employment Opportunities.

- a. Internships.
 - i. The Developer agrees to hire at least two (2) interns from Ward 8 for at least an eight (8) week internship during the Summer, Fall or Spring semesters during the duration of the development of the Development Site.
- b. First Source Employment Agreement. The Developer commits to the following employment provisions:
 - i. District of Columbia residents registered in programs approved by DC apprenticeship council shall work 35% (or 60% where applicable) of all apprenticeship hours worked in connection with the project.
 - ii. The employer (note that the Developer, Contractor and Sub Contractor's will have individual First Source Agreements with DOES, each as the Employer) will post all job vacancies with

Department of Employment Services (DOES), and notify DOES of all new jobs created within 7 days of creation.

- iii. The employer will submit to DOES a list of all current employees and employee information for monitoring and enforcement.
- iv. The employer will use good faith efforts to select new hires from DOES referred qualified applicants. The employer is requested to provide documentation to DOES of this good faith effort.
- v. The employer shall hire DC residents for at least 51% of new jobs created by the project.

- c. Section 3 Hiring. The Developer has committed to employ or train low-income District of Columbia residents in conjunction with development of the Project. As such, one (30% or more) of its new hires during development of the Project will be Section 3 residents. Moreover, the Developer agrees to contract \$1,100,000 (10% of housing and building trades work) and \$173,000 (3% of all other contracts) of work to be let to Section 3 businesses.
- d. Davis-Bacon. The Project will adhere to Davis-Bacon Federal Wage Requirements Law requiring that all laborers working on the project be paid the “prevailing wage” for the trade area as defined by the US Department of Labor.
- e. Marketing of Employment Opportunities. The Developer agrees to notify the ANC when new positions become available for the purpose of marketing new employment opportunities.

3. Small and Local Business Participation.

- a. SBE Participation. The Developer agrees that 35% of applicable development costs will be subcontracted to Small Business Enterprises, though if there are insufficient qualified SBE’s this can be satisfied with CBE’s. Small Business Enterprises (SBEs) are a sub-classification of CBEs, and are detailed in the attached. SBEs are generally defined as local businesses which have annualized gross receipts of a maximum level, depending on the industry.

4. Construction Noise and Nuisance Issues.

- a. Construction Management Plan. The Developer shall abide by the terms of the Construction Management Plan attached hereto as Exhibit B.

- b. Website. The Developer shall maintain a website with regular updates of scheduled activities throughout the construction phase of development on the Property, and shall provide the same information in a newsletter and/or handout distributed to residents living on the north side of Chicago Street, S.E., between Martin Luther King Jr. Avenue and Shannon Place.
- c. Public Complaint Process. The Developer shall establish a process to promptly address public complaints and shall maintain written records of complaints, investigations, and responsive actions taken, all of which shall be made available to the ANC upon request.

5. Arts and Creative District Contributions.

- a. Historic Anacostia Arts District. The Developer acknowledges the resident's desire to develop an arts and culture economy district in the downtown Anacostia commercial corridor. As such, the Developer agrees to develop the Artist Lofts along the first floor of the Martin Luther King Ave. side of the building for live-work area for artists and other cultural residents/businesses.
- b. Contribution to Arts Related Uses. The Developer further agrees to support arts related uses in the Anacostia Commercial corridor such as, but not limited, to arts festivals, public art, and temporary pop-ups at vacant properties in Historic Anacostia, historic preservation projects or other cultural/artistic uses within the Historic Anacostia and associated commercial areas.

6. Commercial Corridor Participation.

- a. Anacostia BID. The Developer shall continue to support the Anacostia BID (or similar downtown improvement organization) and shall ensure that the commercial portions of the overall development comply with all applicable Anacostia BID regulations. The Developer shall ensure that the property manager or other representative for the Developer attends the BID meetings.

7. Community Access to the Property.

- a. Civic Association Access. The Developer shall permit the civic associations that are signatories to this Agreement access to the roof terrace on the Property no less than two times per year for events held by the signatory civic association, with scheduling to be mutually agreed

to be the to-be-established Tenant's Association, the Property Manager, and the signatory organization. It is understood that each signatory civic association identified will have access to the roof terrace no less than two times per year. The civic associations that are signatories to this Agreement shall reserve and use the terrace subject to the same rules and requirements imposed on building residents.

- b. ANC Access. The Developer shall permit the ANC to access the roof terrace on the Property no less than two times per year for ANC events, with scheduling to be mutually agreed to by the Tenant's Association, the Property Manager, and the ANC . The ANC shall reserve and use the terrace subject to the same rules and requirements imposed on building residents.

[SIGNATURES ON FOLLOWING PAGE]

In witness hereof, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

DEVELOPER

Four Points Development, a District of
Columbia limited liability company

Name	Title	Date
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[Additional Signature Page Follows]

ANC 8A

Name	Title	Date
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Concerned Citizens of Anacostia (CCA)

Name	Title	Date
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Historic Anacostia Preservation Society (HAPS)

Name	Title	Date
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Chicago Shannon Civic Association (CSCA)

Name	Title	Date
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Historic Anacostia Block Association (HABA)

Name	Title	Date
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COMMUNITY BENEFITS AGREEMENT

BY AND BETWEEN FOUR POINTS DEVELOPMENT, LLC,

ANC 8A AND LOCAL ORGANIZATIONS

This Community Benefits Agreement ("Agreement") is made as of ~~January~~March 2015, by and between Four Points Development, a District of Columbia limited liability company, ~~and Curtis Properties Inc., a District of Columbia corporation (together,~~ the "Developer"), ANC 8A (the "ANC") and the organizations listed on the signature page below (collectively, the "Parties") for the purpose of detailing the community benefits related to the development of 2255 Martin Luther King Jr., Ave., SE, Washington DC 20020 (Lot 839 and a portion of Lot 906 in Square 5785) (the "Property").

ARTICLE I

~~WHEREAS, Curtis Investment Group currently owns the Property in fee simple, and intends to sell the property to the Developer;~~

WHEREAS, on September 9, 2013, the Zoning Commission of the District of Columbia ("Zoning Commission") approved an application submitted by the Developer for preliminary and consolidated approval of a planned unit development ("PUD") and related zoning map amendment for the property known as Square 5772, Lots 827, 829, 831, 880, 984, 1017, and 1019; Square 5783, Lots 829 and 1018; Square 5784, Lots 898, 899 and 900; and Square 5785, Lots 839 and 906 ("Curtis Development Site"). The first stage application was approved pursuant to Z.C. Order No. 08-07, which became final and effective on October 25, 2013 ("First Stage Approval"). ~~The Parties acknowledge that no community input was received by the Zoning Commission from ANC 8A during the First Stage Approval, nor was a community benefits agreement outlined for the entire property with the community.~~

WHEREAS, on June 27, 2014, the Developer submitted an application for review and approval of a second stage PUD and modifications to the approved PUD for the Property ("Second Stage Application").

WHEREAS, the Developer has proposed to develop the Property with a first-class 65-foot residential building ("Building I") with approximately 68,263 square feet of gross floor area at a density of 2.85 floor area ratio ("FAR"). The building would accommodate no more than 71 residential units; provide a mixture of 20% market rate units located in the upper levels; 80% of the units devoted to households earning up to 60% of the area median income ("AMI"); ~~at least 10,000 square feet along the first floor and an additional 10,000 square feet on the second floor of the Martin Luther King~~

Commented [G1]: Explain why we are not using Curtis Properties. Is this sole ownership by Four Points LLC? **THE BENEFITS BEING PROVIDED BY THIS AGREEMENT ARE FROM FOUR POINTS, AND THUS NO NEED TO REFERENCE CURTIS IN THIS AGREEMENT.**

Commented [G2]: I have changed the wording. We were not at the hearing, the community has requested we state the facts. Four Points initiated this statements about their approval. The community feels it is important that this agreement reflect the communities story. We would like to address the fact that there was no community representation to address zoning because the ANC representative resigned. We can add that language if you like. **WE CAN AGREE TO SAY THAT ANC 8A DID NOT SUBMIT ANYTHING AS PART OF THE FIRST STAGE APPLICATION AND THAT A CBA WAS NOT SIGNED OR PROFFERED. HOWEVER, IF YOU WANT TO SAY THAT, WE ALSO MUST INCLUDE LANGUAGE THAT STATES A CBA IS NOT REQUIRED AS PART OF THE PUD PROCESS. WE UNDERSTAND YOUR POINT, BUT WE ALSO DON'T WANT TO MAKE IT SOUND LIKE WE DID NOT DO OUR PART DURING THE FIRST STAGE, BECAUSE WE DID.**

Ave., side of the building (constituting approximately ten (10) units will be reserved for live-work area for artists and other cultural residents/businesses ("Artist Lofts").

WHEREAS, the PUD Process seeks to ensure that the approvals relating to the Property provides appropriate and adequate project amenities and public benefits for area residents and the community.

WHEREAS, the Parties have met and agreed to enter into this Agreement to outline the community benefits agreement relating to the Property.

WHEREAS, the Parties acknowledge that this Agreement only relates to the Property, and intend to enter into separate agreements relating to the community benefits for the remaining properties to be developed on the Curtis Development Site (including the community desire for a request for a plaza along W Street, SE to preserve key views into the Anacostia River).

WHEREAS, with the following conditions in mind, the Parties agree to support the Second Stage Application ~~and intend for this MOU to be enforceable through the conditions in any Zoning Commission order granted for the Property.~~ The Parties also agree that separate agreements must be made for the remaining Four Points, LLC properties Curtis Development Site before they are developed, ~~which agreements must separately be approved by the Zoning Commission.~~

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

1. Design Review.

a. ~~Community Consultation.~~

i. ~~The Developer agrees to meet with the ANC and local organizations to agree on the following:~~

- ~~1. Develop a project of exemplary architecture that is unique to Historic Anacostia (for example, featuring large New Orleans style windows and other unique features).~~
- ~~2. The quality of the materials for the façade of the building, ensuring that class-A residential building materials are used for the construction of the building, as outlined in Attachment A.~~
- ~~3. The layout and design of the first and second floor Artist Lofts, to ensure that they contribute to the streetscape, contribute and accentuate the beginning entry into the~~

Commented [G3]: Please explain why you want to remove this section? If the size we are addressing is not correct please provide size of artist apartments. We are very concerned about the size of lofts and windows. We want to make sure the units are truly artist live/work space. Please provide sq footage of each artist apartment, number of artist apartments and window dimensions, location of artist apartments in building (1st-2nd floor, along MLK/Chicago etc). If this has to be reworded we are willing to discuss but we would appreciate the information for clarification. **THE NUMBERS ARE INCORRECT. THE ARTIST LIVE/WORK UNITS ARE SHOWN ON THE PUD PLANS AND WILL HAVE TO BE BUILT IN ACCORDANCE WITH THE APPROVED PLANS. WE HAVE COMMITTED TO THE FOLLOWING CONDITION: FOR THE LIFE OF THE PROJECT, THE APPLICANT SHALL DEDICATE A MINIMUM OF SIX LIVE/WORK UNITS ON THE GROUND FLOOR OF BUILDING 1 FOR RESIDENT ARTISTS.**

Commented [G4]: Request explanation why this is being removed? The community would like to be clear that this is for this building only. If you want to reword we are open to suggestions. **WE ARE CLEAR THAT THIS AGREEMENT ONLY RELATES TO BUILDING 1, AND THAT'S WHY WE STRUCK EVERYTHING AFTER PROPERTY. THE APPLICANT WILL MEET WITH AND ENGAGE STAKEHOLDERS FOR THE REMAINING PORTIONS OF THE PUD. HOWEVER, GIVEN THAT THIS AGREEMENT ONLY RELATES TO THE PROPERTY THERE IS NO REASON TO ADDRESS THE OTHER SITES THAT ARE NOT PART OF THIS APPLICATION.**

Commented [G5]: Request explanation why this should be removed? **THE ZONING COMMISSION HAS CONSISTENTLY HELD THAT THEY CANNOT AND DO NOT ENFORCE THESE TYPE OF AGREEMENTS SINCE THEY GO BEYOND THE SCOPE OF THE ZONING COMMISSION'S JURISDICTION. THE ZONING COMMISSION ALSO DOES NOT APPROVE THESE AGREEMENTS. THUS THE LANGUAGE IS INCORRECT AND SHOULD BE REMOVED.**

Commented [G6]: Request explanation why this should be removed? The community would like to be clear that this is for this building only. If you want to reword we are open to suggestions. **SEE ABOVE RESPONSE.**

Historic Anacostia commercial corridor, enhance the pedestrian experience and promote arts and culture uses along the streetscape.

4. The layout and design of the loading, parking bays and traffic circulation plans.

5. Review the final permit drawings to discuss any material changes from the approved conceptual designs presented to the ANC on ____ (date).

ii. The Developer agrees to address to major concerns noted by the ANC to the aforementioned issues.

2. Employment Opportunities.

a. Internships.

i. The Developer agrees to hire at least two (2) interns from Ward 8 for at least an eight (8) internship during the summer, Fall and Spring semesters during the duration of the development of the Curtis Development Site.

b. Employment Opportunities.

- i. The Developer agrees to comply with David-Bacon wage requirements for all employees, both temporary and permanent.
- ii. The Developer agrees that, during the construction phase, to hire at least one (1) new hires that are Ward 7 and 8 resident for each 10,000 square feet (skilled or unskilled labor) (i.e., for a 60,000 square foot building – the Developer must make 6 new hires from Wards 7/8).
- iii. The Developer agrees that ten (10%) of the total labor hours worked during the construction of the Property will be by Ward 7 and 8 residents.
- iv. The Developer further agrees to ensure that at least twenty five percent (25%) of the operations and maintenance staff are residents of Wards 7 and 8 (whether employed directly or indirectly through contractors) at all times, for the life of the operations of the building.

c. Marketing of Employment Opportunities.

i. The Developer agrees to notify the ANC when new positions become available for the purpose of marketing new employment opportunities.

3. Small and Local Business Participation.

a. CBE and Local Business Participation. The Developer agrees that at least fifty percent (50%) of the construction contracts will be allocated towards either Certified Business Enterprises or Ward 7 and 8 businesses.

Commented [G7]: Please address why this should be removed we can reword this section but community feels this is important to ensure we are aware of development. We would like a copy of the most recent approved plans attached to this agreement before we sign or we want to see copy of exhibit A, all attachments available before signing to ensure we know what Exhibit A and B look like and we want to ensure that the ANC/HAPS meet with the developer if there are major concerns. **WE ARE HAPPY TO ATTACH THE PLANS, AS THEY REFLECT THE CHANGES THAT YOU ALL AGREED TO MONTHS AGO. WE REVISED THIS SECTION SINCE THE LANGUAGE IS OLD AND DOES NOT REFLECT THE FACT THAT WE'VE ALREADY HAD COMMUNITY CONSULTATIONS. OUR PROPOSED REVISED LANGUAGE ADDRESSES YOUR COMMENTS AND ENSURES COMMUNITY INPUT.**

- b. Revolving Working Capital Fund. Developer shall establish a Revolving Working Capital Fund, in the amount of at least \$500,000 so that small subcontractors, including those located in the Ward 7 and 8 community, retained during the construction phases of the development can cover payroll and other fixed costs on a weekly basis.
- c. On-going Operations and Maintenance. The Developer agrees that at least twenty five (25%) of the services provided for operations and maintenance of the building will be based in or be led by (officers, key staff, etc.) residents of Wards 7 and 8. This includes janitorial, HVAC, pest control, landscaping, trash removal, facilities, property management, marketing and other related services.

4. Construction Noise and Nuisance Issues.

- a. ~~Construction Noise, Traffic, Loitering and Nuisances. The Developer shall consult with the ANC to assure that all reasonable steps are taken to minimize noise, traffic congestion, loitering and public nuisances during construction and operations of the building.~~
- b. Public Complaint Process Developer. The Developer shall establish a process to promptly address public complaints and shall maintain written records of complaints, investigations, and responsive actions taken, all of which shall be made available to the ANC upon request.

5. Arts and Creative District Contributions.

- a. Historic Anacostia Arts District. The Developer acknowledges the resident's desire to develop an arts and culture economy district in the downtown Anacostia commercial corridor. As such, the Developer agrees to develop the Artist Lofts along the first ~~and second floors~~ of the Martin Luther King Ave. side of the building for live-work area for artists and other cultural residents/businesses.
- b. Contribution to Arts Related Uses. The Developer further agrees to contribute on an annual basis at least Five Thousand Dollars (\$5,000) for every 10,000 square feet of developable space on the Property towards arts related uses in the Anacostia Commercial corridor. Such contributions may be made, but are not limited, to arts festivals, public art, temporary pop-ups at vacant properties in Historic Anacostia, historic preservation projects or other cultural/artistic uses within the Historic Anacostia and associated commercial areas.

6. Commercial Corridor Participation.

- a. ~~Anacostia BID. The Developer shall ensure that both the Property and the properties within the Curtis Development Site become dues-paying members of the Anacostia BID (or similar downtown improvement~~

Commented [G8]: Provide an explanation why this should be removed **WE DO NOT PROPOSE REMOVING THIS SECTION COMPLETELY, AND HAVE PROPOSED REVISED LANGUAGE REGARDING EMPLOYMENT OPPORTUNITIES, MARKETING OF EMPLOYMENT OPPORTUNITIES, AND SBE PARTICIPATION. HOWEVER, GIVEN THE LAW AND OUR COMMITMENTS ALREADY MADE TO THE DISTRICT, WE CANNOT SPECIFY THE NUMBER OF HOURS, HIRES, ONGOING OPERATIONS/MAINTENANCE, ETC FOR WARD 7/8 RESIDENTS. WE CAN COMMIT TO OUR PROPOSED LANGUAGE. ALSO, GIVEN THE SIZE OF THE PROJECT AND THE AFFORDABILITY LEVELS PROPOSED, WE CANNOT AGREE TO CREATING A WORKING CAPITAL FUND.**

Commented [G9]: Please explain why this should be removed. Suggestions to reword can be addressed but the spirit of the statement must be captured **THIS IS ALREADY COVERED IN THE CONSTRUCTION MANAGEMENT PLANS, AND WE AGREE TO ADD THE FOLLOWING LANGUAGE: THE DEVELOPER SHALL ABIDE BY THE TERMS OF THE CONSTRUCTION MANAGEMENT PLAN ATTACHED HERETO AS EXHIBIT B.**

Commented [G10]: Please explain why this contribution can't take place we are asking for a minimum contribution for the community to boost the arts in Ward 8, especially Historic Anacostia. THE PROJECT INCLUDES 68,263 SQ FT OF GFA, AND THUS YOU ARE ASKING US TO CONTRIBUTE OVER \$34K PER YEAR IN PERPETUITY. **GIVEN THE SIZE OF THE PROJECT, THE FACT THAT IT IS PRIMARILY AN AFFORDABLE HOUSING PROJECT, THE OTHER COMMITMENTS SUCH AS ACCESS TO THE ROOF, AND THE NOMINAL AMOUNT OF RELIEF THIS BUILDING REQUIRES, WE CANNOT AGREE TO THIS LANGUAGE. WE BELIEVE OUR PROPOSED LANGUAGE IS A REASONABLE COMPROMISE.**

~~organization) and shall ensure that the property manager or other representative for the Developer attends the BID meetings.~~

Commented [G11]: This speaks to the developer continuing being an active member of the bid. The community has concerns that the developer has several properties and the amount of support will not reflect the properties owned by developer unless addressed by property. **WE HAVE AGREED TO SUPPORT THE BID AND OUR PROPOSED LANGUAGE REFLECTS THIS COMMITMENT.**

7. Community Access to the Property.

- a. Civic Association Access. The Developer shall permit the Chicago Shannon Civic Association ("Civic Association"), Historic Anacostia Preservation Society (HAPS) and the Historic Anacostia Block Association ("HABA") access to the roof terrace on the Property no less than two times per year for Civic Association, HAPS and HABA events, with scheduling to be mutually agreed to be the to-be-established Tenant's Association. It should be understood each Party identified will have access to roof terrace no less than two times per year. The Civic Association, HAPS and HABA shall reserve and use the terrace subject to the same rules and requirements imposed on building residents.
- b. ANC Access. The Developer shall permit the ANC to access the roof terrace on the Property no less than two times per year for ANC events, with scheduling to be mutually agreed to by the Tenant's Tenant's Association. The ANC shall reserve and use the terrace subject to the same rules and requirements imposed on building residents.

[SIGNATURES ON FOLLOWING PAGE]

In witness hereof, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

DEVELOPER

Four Points Development, a District of Columbia limited liability company

Name Title Date

~~Curtis Properties Inc., a District of Columbia corporation~~

Name Title
Date

[Additional Signature Page Follows]

ANC 8A

Name	Title	Date
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LOCAL ORGANIZATIONS

Concerned Citizens of Anacostia (CCA)

Name	Title	Date
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Historic Anacostia Preservation Society (HAPS)

Name	Title	Date
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Chicago Shannon Civic Association (CSCA)

Name	Title	Date
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Historic Anacostia Block Association (HABA)

Name	Title	Date
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Attachment A