



Advisory Neighborhood Commission 1C

PO Box 21009, NW, Washington, DC 20009

www.anc1c.org

Representing Adams Morgan

September 8, 2011

Commissioners:

Stacey Moye (1C01)
Vice Chairperson

Marty Davis (1C02)

Olivier Kamanda (1C03)

Gabriela Mossi (1C04)

Adian Miller (1C05)

Steve Lanning (1C06)

Wilson Reynolds (1C07)
Chairperson

Katherine Boettrich
(1C08) Treasurer

Anthony Hood, Chairperson
Office of Zoning
One Judiciary Square
441 4th St., NW, Suite 210S
Washington D.C. 20001

Dear Chairperson Hood:

At a duly-noticed public meeting of ANC 1C held on September 7, 2011, with a quorum of six of eight Commissioners present, Advisory Neighborhood Commission 1C took action on ZC #11-08 to submit to the Office of Zoning a supplement to accompany correspondence submitted July 15 further defining support and amenities for this case.

Passed by unanimous Roll Call Vote; **Motion in support of Supplemental Submission to Zoning Commission regarding ANC 1C Amenities Recommendations for PUD Application for 2700 16th St., NW, Il Palazzo LLC, ZC Case # 11-08.**

Motion and specific amenities are attached. ANC 1C is pleased to continue support this application and does urge the Zoning Commission to so approve.

In addition, these two letters and all supporting documentation will be presented at the Zoning Commission meeting scheduled for this evening.

On behalf of ANC 1C, thank you.



Wilson Reynolds
Chair, Advisory Neighborhood Commission 1C

Attachments

ZONING COMMISSION
District of Columbia

CASE NO. 11-08

EXHIBIT NO. 28

**Motion in support of Supplemental Submission to Zoning Commission regarding ANC 1C Amenities
Recommendations for PUD Application for 2700 16th St., NW, Il Palazzo LLC, ZC Case # 11-08**

Motion is made to supplement the ANC 1C July 6, 2011 Resolution;

ANC 1C Recommendations Regarding PUD Application for 2700 16th St., NW, Il Palazzo LLC, ZC Case # 11-08

Transmitted to the Office of Zoning on July 15 NOW INCLUDING three additional amenities (attached) as part the final recommendations for ZC Case # 11-08, as follows;

- a. Sarah's Circle Agreement**
- b. H.D. Cooke Elementary School Agreement**
- c. Il Palazzo/RCNA Tree Fence Agreement**

Further moved that the Chair of ANC 1C is authorized to transmit the July 6th Resolution and Supplement to the Zoning Commission; and

Further moved that ANC 1C again expresses strong support for the originally submitted creation of two separate curb cuts; one on Fuller St., NW and one on Mozart Place, NW for the PUD Application at 2700 16th St. NW.

Aye: Moye, Davis, Mossi, Miller, Lanning, Reynolds. Nay: -0- Abstentions: -0-

Sarah's Circle Agreement

This agreement was signed on September ~~6~~¹⁴, 2011, in Washington, D.C., between IL Palazzo, LLC (the "Applicant"), and Advisory Neighborhood Commission ("ANC") 1C and Sarah's Circle ("SC"). This agreement concerns the Applicant's residential project involving the former Italian Embassy located at 2700 16th St NW Washington DC and the repair work of residential living units for the benefit of Sarah's Circle, and it's residents.

Background

Sarah's Circle is a not-for-profit and award-winning affordable housing residence and Wellness Center providing comprehensive programs and services for very low-income seniors.

Sarah's Circle was founded by a group of residents committed to providing a solution to the affordable housing crisis experienced by seniors in DC. The center strives to help everyone in need, we know that there are so many seniors who struggle each month on severely fixed incomes.

Sarah's Circle provides a nurturing place for people to experience the later years in life. They help instill a philosophy that old age is alive and rich with possibilities.

Program Recitals

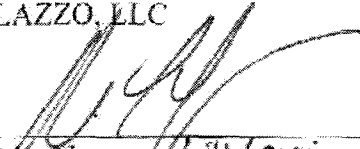
1. As a result of the recent earthquake, all residential units in Sarah's Circle and some of the office space for staff have been damaged. This damage has caused some discomfort to many of the residents and the sooner the repairs can be made to the center, the more at ease the residents will be.
2. IL Palazzo has surveyed the extent of the damage and is committed to repairing the units where visible damage has occurred. The survey of this work is estimated to be approximately \$10,000 in damage to the rooms.
3. Timing. It is understood that performing the needed repairs to the units is a priority as timing is of the essence to the residence. IL Palazzo will work to complete the repairs when crews are able to be scheduled, as soon as possible, but no later than 60 days after IL Palazzo has started work on the existing project site.
4. Survivability. This agreement survives any ownership transfer of the project.

SIGNATURE PAGE TO FOLLOW

The undersigned agree to the above terms.

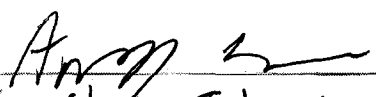
Dated this 6th day of September, 2011.

IL PALAZZO, LLC

By: 

Print Name: Will Loring
Print Title: Manager
Date: Sept 6, 2011

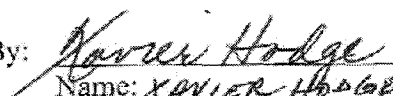
ADVISORY NEIGHBORHOOD COMMISSION 1C

By: 

Name: Stephen J. Lanning
Title: Commissioner 1C -06
Date: 9-7-11


CHAIR, ANC 1C
9/7/11

SARAH'S CIRCLE

By: 

Name: XAVIER HODGE
Title: HOUSING COORDINATOR
Date: 9-6/2011

B.

H.D. Cooke Elementary School Agreement

This agreement was signed on September __, 2011, in Washington, D.C., between IL Palazzo, LLC (the "Applicant"), and Advisory Neighborhood Commission ("ANC") 1C and H.D. Cooke Elementary School ("HDC"). This agreement concerns the Applicant's residential project involving the former Italian Embassy located at 2700 16th St NW Washington DC and the supply of equipment and program funding for the benefit of H.D. Cooke Elementary School, and it's attending students and families.

Background

H.D. Cooke Elementary School is one of three authorized International Baccalaureate PYP World Schools in the district and the only one that has clearly challenging demographics.

The school also has the designation as a Title 1 school where 89% of the students qualify for free and reduced lunch. HDC has a diverse student body with students from a multitude of places including Ethiopia, Ghana, Vietnam, and China. Therefore, the school's international focus is the key to the success of many of it's students.

One of the hallmarks of the IB Primary Years Program is the integration of an inquiry based curriculum juxtaposed with exposure to global issues and divergent thoughts. It is the Administrator's hope that as students pass through the school's doors and take part in the educational program they leave more internationally minded and appreciative of the world around them.

Program Recitals

1. In an effort to support HDCs programs, in partnership IL Palazzo and HDC have identified three (3) key areas which the benefit program will directly impact:
 - a. Increase level and depth of resources for students including high quality literature and complex texts across both our target and second language focus
 - b. Increase capacity of enrichment programs on the school level to encourage student achievement
 - c. Increase opportunities and capacity for families to support students in a more strategic way.
2. HDC and IL Palazzo have agreed that IL Palazzo shall provide the following items to the school:
 - a. Providing Library Books that reflect the IB learner profile, key concepts and attitudes in Spanish and English. Cost of up to \$12,000.
 - b. Providing choral sheet music to support the choral program. Cost of up to \$500.
 - c. Providing musical instruments to support the band program. Cost of up to \$2,500.
 - d. Providing Scholarship for H.D. Cooke Elementary School Students to attend classes at the SITAR art center also located in the Adams Morgan Area. Cost of up to \$2,500.

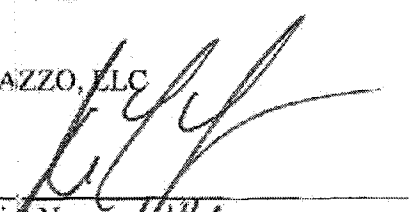
- e. Providing funding to support training parents with local community agency. Training to be focused in one of the areas of job readiness, computer basics, educational advocacy, life skills, and language acquisition. Cost of up to \$2,500.
- 3. **Timing.** The purchase of school equipment and funding of scholarships is anticipated to occur in the 1st quarter of 2012, no later than 60 days after IL Palazzo closes on construction financing and begins construction on the Embassy site.
- 4. **Survivability.** This agreement survives any ownership transfer of the project.

SIGNATURE PAGE TO FOLLOW

The undersigned agree to the above terms.

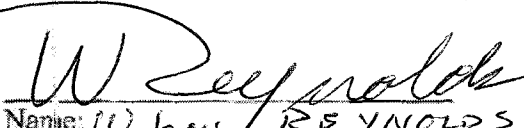
Dated this 7th day of September, 2011.

IL PALAZZO, LLC

By: 

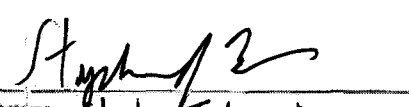
Print Name: Will Larsen
Print Title: Manager
Date: Sept 7th, 2011

ADVISORY NEIGHBORHOOD COMMISSION 1C CHAIRPERSON

By: 

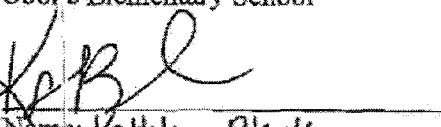
Name: WILSON REYNOLDS
Title: CHAIRMAN AHC 1C
Date: 9/7/11

ADVISORY NEIGHBORHOOD COMMISSION 1C-06

By: 

Name: Stephen J. Lanning
Title: Commissioner 1C-06
Date: 9/7/11

H.D. Cooke Elementary School

By: 

Name: Kathleen Black
Title: Principal
Date: September 7, 2011

C.

Agreement

In connection with the Planned Unit Development application filed in March 2011 by Il Palazzo LLC ("Il Palazzo") with respect to Il Palazzo's proposed development of Square 2578 Lot 25 located at 2700 16th Street NW in the District of Columbia, and pursuant to Il Palazzo's ensuing obligation to provide "public benefits" in accordance with District of Columbia Municipal Regulations 11-2400.2 and related provisions, Il Palazzo hereby agrees with the Reed-Cooke Neighborhood Association ("RCNA") as follows, conditional upon the Zoning Commission's approval of Il Palazzo's application:

1. In General

Il Palazzo and RCNA will jointly create a tree-fence buy-in program (the "Program") for the Reed-Cooke Neighborhood, which is the geographic area bounded by 18th Street on the west, Columbia Road on the north, 16th Street on the east, and Florida Avenue on the south. Under the Program, Il Palazzo will sell and install up to 625 tree fences for the sidewalk tree boxes in the Reed-Cooke Neighborhood. The exact number of tree fences to be sold and installed will be determined based on the more specific provisions below.

2. Aggregate Price

In aggregate, Il Palazzo will sell the tree fences for: (i) the cost that Il Palazzo incurs for the materials from which the tree fences will be constructed, plus (ii) any third-party delivery charges that Il Palazzo incurs in procuring such materials, minus (iii) \$50,000. Il Palazzo will install the tree fences at no charge, and will bear its own internal administrative costs in connection with the Program. RCNA and Il Palazzo estimate that altogether, this will result in a public benefit to the community worth \$350,000.

3. Survey of Sidewalk Tree Boxes

Between September 2011 and December 2011, RCNA will survey the sidewalk tree boxes in the Reed-Cooke Neighborhood, and will prepare a comprehensive list of the sizes of the tree fences that would be needed for such tree boxes.

4. Tree Fence Design

Between September 2011 and December 2011, Il Palazzo and RCNA will work together to select a design for the tree fences that complies with all applicable legal requirements, that is attractive, and the materials for which can be acquired at reasonable cost. Il Palazzo will then create one tree fence to be installed at a central location within the Reed-Cooke Neighborhood to serve as an example for purposes of marketing the buy-in program. Based on the selected tree fence design, and on the expected costs for items (i) and (ii) from Section 2 above, Il Palazzo and RCNA will reach agreement on a price per tree fence that will serve as a baseline for structuring the buy-in program. Il Palazzo will take such steps as may be necessary to ensure that such pricing will be available at the time that the materials are actually ordered. If actual costs turn out to be less than this amount, Il Palazzo will allow the savings to be contributed to the buy-in program.

5. Structuring the Program

Between September 2011 and December 2011, RCNA will structure the buy-in component of the Program based on the objective of achieving substantial participation throughout the Reed-Cooke Neighborhood. Such structuring may include: (i) requiring the owners of a building or the neighbors on

a block to purchase tree fences for all of the trees adjacent to their property/properties in order to be eligible to participate, (ii) requiring the owners of properties with large ratios of residents to trees to purchase one or more tree fences beyond what is required for their properties, with such additional tree fences to be contributed to properties owned or tenanted by non-profit organizations, (iii) allocating purchase prices differentially to different kinds of properties based on the differing ratios of residents to trees that exist for such different properties, or (iv) any other terms that RCNA believes will further the objective of achieving substantial participation in the Program throughout the Reed-Cooke Neighborhood. RCNA may also establish other mechanisms for generating the purchase price of the tree fences such as soliciting contributions from commercial enterprises with ties to the Reed-Cooke Neighborhood.

6. Marketing the Program

Between January 2012 and June 2012, RCNA will market the Program to the residents of the Reed-Cooke Neighborhood. In the marketing materials, RCNA will give due recognition to Il Palazzo for the generous contributions Il Palazzo will be making that have made the Program possible. Il Palazzo will bear reasonable costs of the marketing materials.

7. Escrow for Orders

Orders for tree fences and the payments for such orders will be due by June 30, 2012. Payments for orders will be sent to an escrow account with a reputable local escrow company. Il Palazzo will select the escrow company, subject to RCNA's consent, and Il Palazzo will bear the expense of the escrow account. The amounts held in escrow will not be released until both Il Palazzo and RCNA have notified the escrow agent that the relevant events in the release schedule have occurred. The release schedule will be agreed between Il Palazzo and RCNA once additional information is available from the materials supplier concerning the terms of the procurement process. In any event, it is expected that: (i) some portion of the escrow may be released in connection with the placing of the materials order (Il Palazzo's contribution of \$50,000 to the Program will be used first toward this initial payment), (ii) some portion of the escrow will be released once the materials arrive, and (iii) the remainder of the escrow (to be a meaningful percentage) will be released once the tree fences have been installed.

8. Procurement of Materials

Between July 2012 and December 2012, Il Palazzo will procure the necessary materials and make all other necessary arrangements for the installation of the tree fences that have been ordered.

9. Installation of Tree Fences

Between January 2013 and June 2013, Il Palazzo will install the tree fences.

10. Delay or Failure by RCNA

With the exception of any obligation to consent to the release of funds from escrow that are validly due for release, the delay or failure by RCNA to perform any of its obligations under this Agreement shall not result in any liability against RCNA or any of its officers, members, or volunteers to Il Palazzo or to any other person. Rather, any such delay or failure by RCNA shall at most result in Il Palazzo no longer being subject to its obligations under this Agreement, and then only if such delay or failure by RCNA has a material adverse effect on Il Palazzo's ability to fulfill its obligations under this Agreement prior to the completion of Il Palazzo's construction work at Square 2578 Lot 26.

11. Minimum Benefit

Notwithstanding the previous section, if the delay or failure by RCNA to perform its obligations under this Agreement has a material adverse effect on Il Palazzo's ability to fulfill its obligations under this Agreement prior to the completion of Il Palazzo's construction work at Square 2578 Lot 26, Il Palazzo shall nevertheless install \$50,000 worth of tree fences within the Reed Cooke Neighborhood based on the pricing described in clauses (i) and (ii) and in the second sentence of Section 2 above.

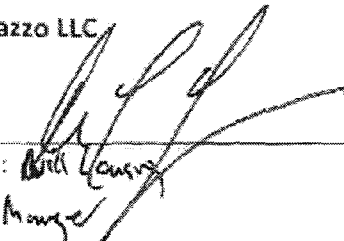
12. Amendment

Any amendment to this Agreement shall be in writing and signed by an authorized representative of both parties.

[Remainder of page intentionally left blank.]

Executed as of Sept 6, 2014

Il Palazzo LLC

By: 
Name: Bill Young
Title: Manager

Reed-Cooke Neighborhood Association

By: 
Name: Maureen Gallagher
Title: President

TRANSMISSION VERIFICATION REPORT

TIME : 09/08/2011 11:50
NAME : JIM GRAHAM
FAX : 2027248109
TEL : 2027248109
SER.# : BROF8J824018

DATE, TIME	09/08 11:49
FAX NO./NAME	94427638
DURATION	00:01:48
PAGE(S)	12
RESULT	OK
MODE	STANDARD
	ECM

Certificate of Service

I hereby certify that on September 8, 2011 a copy of the following:

**Motion in support of Supplemental Submission to Zoning Commission regarding
ANC 1C Amenities Recommendations for PUD Application for 2700 16th St., NW, II
Palazzo LLC, ZC Case # 11-08**

Was served to the following:

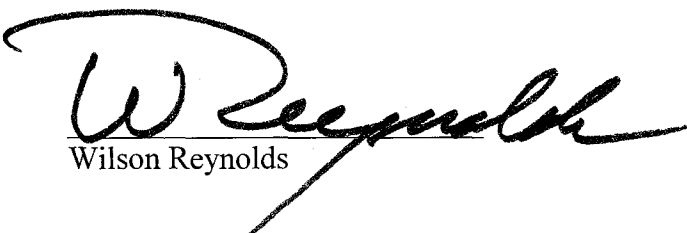
Advisory Neighborhood Commission 1C Retained copy

Will Lansing By hand
Valor Development, LLC
5110 Ridgefield Rd Suite 413
Bethesda, MD 20816

Reed Cooke Neighborhood Association By first class mail
PO Box 21700
Washington, DC 20009

Allison Prince By hand
Goulston & Storrs
1999 K St., NW, Suite 500
Washington, DC 20006

Anthony J. Hood By fax to 202-442-7638 c/o Karen Thomas
Office of Zoning
One Judiciary Square
441 4th Street NW, Suite 210S
Washington, DC 20001


Wilson Reynolds