



Advisory Neighborhood Commission 1C

PO Box 21009, NW, Washington, DC 20009

www.anc1c.org

Representing Adams Morgan

Commissioners:

Amir Irani (1C01) February 12, 2018

Hector Huevo (1C02) Zoning Commission

Ted Guthrie (1C03) 441 4th Street, NW, Suite 200S
Washington, DC 20001
sent by attachment to email

A. Tianna Scozzaro (1C04)

Ryan Strom (1C05)

Brendan Reardon (1C06) RE: ANC1C Resolution Regarding the
Italian Embassy Community Benefits Package

Wilson Reynolds (1C07)

Amanda Fox Perry (1C08)

Zoning Commission members:

At a duly-noticed public meeting held on Wednesday, February 7, 2018, with a quorum present, Advisory Neighborhood Commission 1C passed the following resolution involving the Italian Embassy Community Benefits Package (see also attached):

"ANC 1C supports ANC Proposed Modification of Conditions in Zoning Commission Case No. 11 08."

Hector Huevo, Esq.
Chair, ANC 1C

**ANC 1C Resolution Regarding Modification of Conditions in Zoning Commission
Case No. 11-08C**

Whereas the PZT Committee of ANC 1C has evaluated the developer's request to modify two conditions of approval in Zoning Commission Order No. 11-08 ("Order") concerning the residential development located at 2700 16th Street, NW ("Project"); and

Whereas Condition B.3 of the Order requires the developer to renovate the commercial kitchen at the Festival Center located at 1640 Columbia Road, NW prior to issuance of a certificate of occupancy for the Project; and

Whereas Condition No. B.4 of the Order requires the developer to establish a tree fence buy-in program with the Reed-Cooke Neighborhood Association, contribute \$50,000 to the program, and be responsible for selling and installing up to 625 tree fences;

Whereas the developer has engaged in extensive dialogue with both the Festival Center and the Reed-Cooke Neighborhood Association and both organizations have indicated that they no longer desire for the funds to be allocated to such programs;

Whereas the Festival Center Board of Directors has stated that instead of renovating the commercial kitchen, it prefers a payment of \$250,000 from the developer to be put toward major constructional maintenance of the Festival Center (e.g., HVAC, roof and elevator repairs, and security system and electrical upgrades);

Whereas the Reed-Cooke Neighborhood Association has stated that instead of establishing and contributing to a tree fence program, it would like the developer to contribute \$120,000 to establish a grant program, with funds awarded on a block-by-block basis for the beautification of the Reed-Cooke neighborhood;

Whereas ANC 1C has determined that modifying Conditions B.3 and B.4 of the Order is appropriate given that the conditions are being modified based on input from the affected organizations.

Therefore be it Resolved; ANC 1C supports the requested modifications to Conditions B.3 and B.4 of Order No. 11-08.

Be it further Resolved; ANC 1C finds the requested modifications appropriate because the funds will be used for specific tasks and programs that will benefit the community.

Approved February 7, 2018 at a duly noticed meeting of ANC 1C with a quorum of 6 Commissioners present by roll call vote: In favor 6; In opposition 0; In abstention 0.

**AMENDMENT TO FESTIVAL CENTER KITCHEN RENOVATION
AGREEMENT**

This AMENDMENT TO FESTIVAL CENTER KITCHEN RENOVATION AGREEMENT (this "Amendment") dated as of _____, 2018, by and between MCREF EMBASSY, LLC (the "Applicant"), the Advisory Neighborhood Commission 1C ("ANC 1C") and The Festival Center ("FC"), collectively referred to as the "Parties", is made to amend that certain Festival Center Kitchen Renovation Agreement dated July 12, 2011, and submitted into the record for Zoning Commission Case No. 11-08.

- A. Following extensive dialogue between the Applicant and the FC, the FC has determined that the work required by the Festival Center Kitchen Renovation Agreement ("Agreement") is no longer a priority for the FC;
- B. The FC has further determined that in lieu of performing the work required by the Agreement, that it prefers that a monetary contribution be made by the Applicant to the FC to fund constructional maintenance of the Festival Center;
- C. The Parties desire to amend the Agreement to reflect this change and to establish how such funds shall be allocated and when such payment shall be made.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. This Amendment replaces and supersedes the terms of paragraphs A through D of the Agreement previously entered into on July 12, 2011, and entered into the record for Zoning Commission Case No. 11-08.
- 2. In lieu of renovating the Festival Center kitchen, as previously agreed, the Applicant shall make a one-time payment to The Festival Center in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) ("Funds"). Payment of the Funds shall be considered complete upon wire transfer to an account to be specified by the FC.
- 3. The entirety of the Funds shall be used by the FC for constructional maintenance of the Festival Center, to include, but not limited to: maintenance of HVAC units, roof and elevator repairs, and security system and electrical upgrades.
- 4. Payment of the Funds shall only be required if Zoning Commission Case No. 11-08C, or similar case that reflects the modification of Condition B.3 of Zoning Commission Order No. 11-08, is approved.
- 5. Payment of the Funds shall be provided by the Applicant prior to the issuance of the first residential certificate of occupancy for the project approved in Case No. 11-08.
- 6. The FC agrees to provide a letter supporting the modification of Condition B.3 of Zoning Commission Order No. 11-08 that reflects the substance of this Amendment.
- 7. This Amendment shall be effective as of the date of the last signature below.

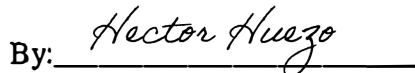
8. The individuals signing this Amendment represent and warrant that they have full and complete authority and authorization to execute and effect this Amendment and to take or cause to be taken all acts contemplated by this Amendment.
9. This Amendment may be executed in any number of counterparts, or by .pdf signatures, and all such counterparts taken together shall be deemed to constitute one and the same original instrument.

The undersigned agree to the above terms.

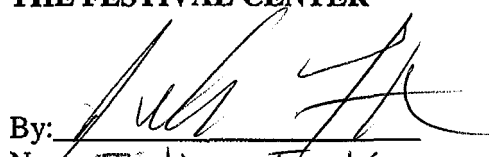
MCREF EMBASSY, LLC

By: 
Name: Joe Muller
Title: VP
Date: 2-2-18

ADVISORY NEIGHBORHOOD COMMISSION 1C

By: 
Name: Chair, ANC1C
Title: 2/12/18
Date:

THE FESTIVAL CENTER

By: 
Name: Julian Forth
Title: Executive Director
Date: 2/6/18