



ADVISORY NEIGHBORHOOD COMMISSION 3E
TENLEYTOWN AMERICAN UNIVERSITY PARK FRIENDSHIP HEIGHTS
CHEVY CHASE WAKEFIELD FORT GAINES SPRING VALLEY
c/o Lisner Home 5425 Western Avenue, NW Washington, DC 20015
www.anc3e.com

RESOLUTION OPPOSING CAMPUS PLAN APPLICATION BY WESLEY THEOLOGICAL SEMINARY,
Z.C. CASE NO. 23-08(1)

WHEREAS:

1. Wesley Theological Seminary and its commercial partner Landmark Properties have, through multiple cases before the Zoning Commission, sought a special dispensation to allow them to earn profits well beyond what they could earn if this project was treated as a commercial endeavor.¹
2. Wesley/Landmark seek to build a student apartment building serving primarily AU students. AU is not a partner in this project. The building will compete with AU's own student housing, which at present the University is at pains to fill.
3. ANC 3E agrees that it is desirable for Wesley to be able – in an appropriate manner – to monetize part of its property to help it stay in AU Park and to produce new housing units.
4. Wesley/Landmark conceded that its student apartment building is subject to IZ requirements.
5. During PUD proceedings, Wesley and Landmark proposed to provide a form of "Student IZ" which has never been permitted in DC and which otherwise raised numerous concerns.
6. ANC 3E objected to this student IZ proposal (in addition to objecting to the overall legality of Wesley/Landmark's application) but suggested that Wesley and Landmark instead fund actual offsite affordable housing.
7. After the ZC signaled that it would not support the PUD or the student IZ proposal, Wesley/Landmark agreed to consider providing offsite IZ. Wesley/Landmark announced that it would spend \$8 million dollars, and no more, on procuring offsite IZ.
8. ANC 3E worked with Wesley/Landmark and OP to explore options for production of offsite IZ.
9. After discussions with a local affordable housing provider and others, members of ANC 3E concluded that one option to advance production of affordable housing production in Ward 3 could be establishment of a revolving loan fund for the Ward.
10. We spoke to the Local Initiatives Support Corporation (LISC) about this and asked them to draft a brief proposal for such a fund. The ANC shared the proposal with Wesley and Landmark.²

¹ For completeness' sake, we include as separate attachments to this resolution the filings ANC 3E made in Wesley/Landmark's PUD and text amendment proceedings.

² See "Ward 3 Revolving Loan Fund," attached hereto as Exhibit 1

11. The ANC also worked with Wesley/Landmark to explore options for buying down market rate housing units, in either new construction or existing buildings, to IZ. This would be the most straightforward approach for Wesley/Landmark to realize their IZ requirements, at whatever level the ZC ultimately set, offsite.

12. So far as we know, the few developers of new construction Wesley/Landmark spoke to were solely those we introduced them to.

13. To our knowledge, at least one of the developers, UIP, was open to trying to negotiate a deal with Wesley/Landmark. Wesley/Landmark abandoned discussions with this developer for reasons not shared with the ANC.

14. Wesley/Landmark spoke to another developer, Donahoe, about a project at 4201 Garrison Street, NW. They say this developer told them that adding IZ units beyond the level Donahoe already intended to provide could harm the viability of a project. Wesley/Landmark generalize from this that developers in general do not want to consider adding additional IZ

15. The project in question, however, is being done pursuant to DC's High-Area Needs Tax Abatement (HANTA) and includes 33% IZ.

16. Thus, the Donahoe HANTA project stands for the proposition that a developer in Ward 3 can build or market a viable project with *at least one third of the units subject to IZ*.

17. Ward 3 is filled with *existing* high-rise apartment buildings, and many more units are on their way. There are scores of potential buildings in which market rate units could be bought down to IZ.

18. To our knowledge, however, Wesley/Landmark have not tried to negotiate rent buy-downs of market rate units to IZ with any owners of existing residential buildings.

19. Given how few attempts Wesley/Landmark made to try to buy down market rate units to IZ, ANC 3E believes the most reasonable inference is that *\$8 million dollars is just not enough to buy down comparable market rate housing in Ward 3 to IZ levels*.

20. Note that when Wesley/Landmark sought to make these deals, it intended to use a construction method for the student apartment building that would necessitate at least 8% IZ. It now proposes to use a construction method requiring a minimum of 10% IZ. Yet it continues to offer only the \$8 million that apparently was insufficient to buy down market rate units to 8% IZ.

21. As ANC 3E has argued throughout, because this project requires extraordinary relief, the relief should entail substantial IZ beyond the bare minimum.

Wesley/Landmark's IZ Offer is the Savings from Eliminating Excess Parking

22. ANC 3E objected during and after the PUD to the amount of underground parking Wesley/Landmark proposed to build. We thought that the Applicant was building many more spaces than would be needed merely to forestall objections from neighbors. After the PUD appeared doomed, Wesley and Landmark agreed to eliminate a level of parking.

23. Soon afterwards, Wesley/Landmark shared its \$8 million proposal for offsite affordable housing.

24. At a public meeting, a participant asked the obvious question – where did the \$8 million sum come from? Landmark’s counsel replied, without qualification, that the \$8 million dollars represented the savings from eliminating the level of parking.³

25. ANC 3E has tried for many months to negotiate with Wesley/Landmark an amount of financial support for affordable housing that all parties could agree was reasonable. Despite these efforts, Wesley/Landmark has never offered a penny more than \$8 million dollars that, per Landmark’s counsel, represents the savings from eliminating likely-unneeded underground parking.

If the ZC Permits Wesley/Landmark to Satisfy its Obligations with a Contribution, It Should Require They Spend More than the \$8 million They Saved By Eliminating Unneeded Parking

26. Wesley/Landmark now propose to spend their \$8 million on a version of the Ward 3 development bank proposal that ANC 3E originally invited LISC to develop.

27. ANC 3E does not object *per se* to this use of the money. It was, after all, the ANC that initially sought a proposal from LISC. Indeed, we believe that something like the LISC proposal could do a lot of good.

28. A concern, however, is that the LISC proposal would not *create* IZ in a comparable building, as would buying-down market rate units to IZ.

29. The LISC proposal would instead loan small sums (small relative to the total cost of a project) to projects that are heavily subsidized by taxpayer funds. This applies to the oranges of IZ, where the cost of the units created is borne wholly by the private sector (and the units are required to be affordable for the life of the project). It would be a fool’s errand to try to draw a precise comparison between taxpayer-subsidized units “facilitated” via a LISC loan to private-sector units actually created for the life of a project pursuant to IZ.

30. Thus, the ZC is left with the task of determining what financial contribution is appropriate.

31. Wesley/Landmark at present contend that the \$8 million they offer would cover the cost of more than 10% IZ, based on a valuation of \$325 per sq. foot.

32. They do not in their pre-hearing statement cite the source of this number. They explained by e-mail, however, that it represents their anticipated construction costs.

33. ANC 3E numbers no real estate valuation experts among its Commissioners. Nonetheless, we understand that the (asserted) cost of construction on Wesley/Landmark’s own building does not represent the cost to procure *offsite* IZ units. Developers and owners look at the ability of property to generate a return on investment. The cost to buy down a unit from market rate to 60% AMI would be no less than the opportunity cost of foregoing the income lost for the life of the project. That number likely will substantially exceed the mere cost of construction.

34. As we noted during the text amendment case, we have reviewed the analysis of an expert in real estate valuation showing that the value of Wesley/Landmark’s original IZ

³ In a later conversation, Landmark’s counsel attempted to walk back this explanation, claiming that she did not include the offsetting income rental of the spaces would provide. Given that the spaces likely would have been unused, as indeed evidenced by their removal, this is unconvincing.

requirement, 8%, was approximately \$16 million. Even with sensitivity analysis in Wesley/Landmark's favor, the value was approximately \$12 million. Wesley/Landmark's current IZ requirement is 10%, suggesting that the value of that amount of IZ would be more than 20% higher than \$16 million.

35. The aforementioned expert did not want to testify in a ZC hearing. To advocate properly for the public interest, ANC 3E will thus likely need to locate and pay for an expert witness to testify at Further Processing.

36. If the ZC decides that Wesley/Landmark's offsite IZ obligations should be satisfied through funding a LISC-administered Ward 3 revolving loan fund, no reason exists to limit the funding to the \$8 million that Wesley/Landmark saved by eliminating unneeded parking.

37. LISC itself at one point sent Wesley/Landmark a proposal for \$12 million. It is clear that LISC can productively employ the additional money. A vast gap exists between the number of affordable units needed and the number that exist, particularly in Ward 3.

38. Again, this project required a change to the Zoning Code just for Wesley/Landmark, a change without precedent in DC. They could not proceed under either an ordinary campus plan or, indeed, under a full-blown PUD.

39. This is extraordinary relief by any measure, and it should require provision of extraordinary affordable housing benefits.

40. Even were the ZC to accept Wesley/Landmark's unfounded claim that its \$8 million proffer covers the value of a 10% IZ requirement, and the ZC should not accept this claim, the ZC should require well beyond the value of 10% IZ. The most recent PUD in our ANC involved almost 16% IZ, including units at 50% and 30% AMI. The minimum IZ required for that project was 8%. It would thus be more than appropriate for the ZC to require Wesley/Landmark similarly to provide payment equivalent to at least 15% IZ.

NOW, THEREFORE, BE IT RESOLVED:

1. ANC 3E respectfully urges that the ZC ensure that at further processing the Applicant proffers extraordinary affordable housing benefits in light of the extraordinary relief it has received, and that the ZC signals its intent to so ensure clearly at the main campus plan hearing.

2. Any conditions for this matter should not refer to a "New Dormitory." Recall that OP (and this ANC) recommended that the amended text should refer to "university housing" rather than "dormitory," as Wesley/Landmark had proposed.

3. The only condition in the main Campus Plan regarding affordable housing should be something along the lines of "Applicant will demonstrate compliance with (anticipated) new Sec. 1006.10 during further processing."

4. ANC 3E also supports the changes to Wesley/Landmark's proposed conditions reflected in Exhibit 2 to this resolution. The ANC was in discussion with Wesley/Landmark and our sister ANC, 3D, up until the drafting of this resolution.

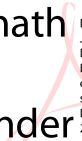
5. ANC 3E authorizes Commissioners Jonathan Bender, Tom Quinn, and Elizabeth Graff to testify for the ANC at any proceedings connected to the above-referenced application

and to submit or reply to any filings on behalf of the ANC at any proceedings connected to this case.

The resolution passed by a vote of 7-0-0 at a properly noticed meeting held on May 8, 2025, at which a quorum was present, with Commissioners Bender, Cohen, Denny, Graff, Hall, Mitchell, and Quinn in attendance.

ANC 3E

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by Jonathan Bender
Chairperson



Ward 3 Revolving Loan Fund

The Local Initiatives Support Corporation (LISC) is a national, [community development financial institution](#), driven by its local mission to work with residents and partners across Washington DC, to forge resilient and inclusive communities of opportunity—great places to live, work, raise children and do business. Since our founding in 1982, [LISC DC](#) has invested over \$557 million, leveraging over \$2.8 billion. With our support, LISC partners have built or preserved 15,169 affordable homes, revitalized neighborhoods, and helped create 3.7 million square feet of retail, community and educational space in the D.C. Region.

We are honored to submit this concept note to ANC3E in consideration of the Ward 3 Revolving Loan Fund. This is an unprecedented opportunity to direct capital into an area of the District in desperate need of affordability. In comparable loan funds managed nationally and locally, for every \$1 Million invested, 58 affordable apartments have been created or preserved.

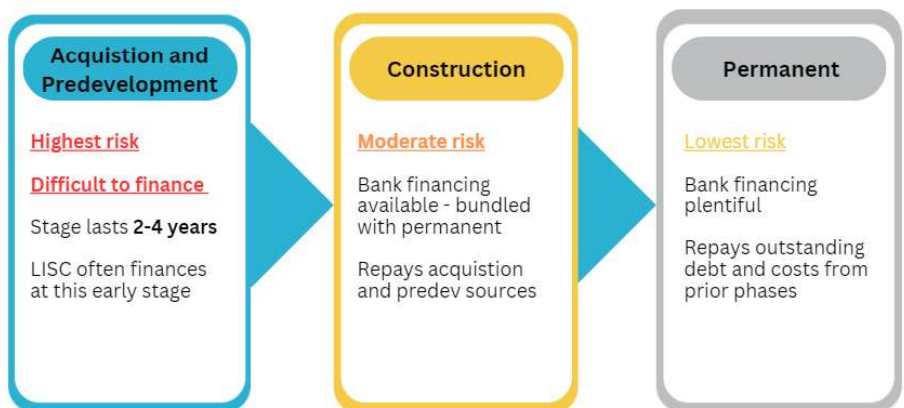
Context

In 2019, DC Mayor Muriel Bowser released an ambitious plan to build 36,000 housing units in the city, including 12,000 affordable housing units by 2025. Later that year, the Office of Planning published a [Housing Equity Report](#) that set specific affordable housing targets for District neighborhoods, with an emphasis on creating new homes in high opportunity areas west of Rock Creek Park. While DC has already reached 80% of the District-wide affordable housing goal (9,396 units to date), development in Rock Creek West remains far below the city's bold aspiration, [sitting at just 10% of the hoped for 1,600 units](#).

There are clear barriers to affordable housing development in the wealthier parts of the city: 1) cost of land 2) competition from market-rate housing developers and 3) the length of time it takes to finance and develop an affordable housing project. The District has shown political and economic commitment to support affordable housing production. Yet, key gaps in financing remain.

The largest challenge is the cost of carrying a property until it is ready for redevelopment. Affordable housing projects may take twice as long as other projects, due to the need to line up public funds for construction and permanent financing. This means greater risk and longer 'hold periods.' Affordable developers need to move quickly to acquire sites in a competitive location. However, few banks are willing to provide the full loan amount needed for acquisition, particularly at such a risky stage in the project's timeline.

Phases of Affordable Housing Development Finance



Via the Ward 3 Revolving Loan Fund, LISC will make affordable housing more feasible by financing the riskiest portion of the development process, acquisition, at better than market terms.

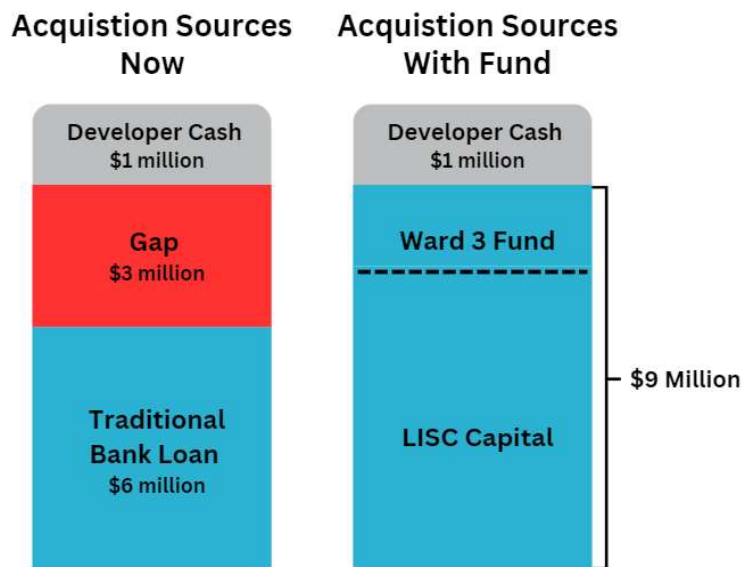


Proposal: Revolving Housing Fund

The Ward 3 Revolving Loan Fund will offer flexible capital to support the production and preservation of affordable housing in Ward 3. This is a proven strategy for leveraging a one-time investment to create broader impact. The key recipe is to blend charitable and public funds, with private capital, to add catalytic investment into affordable housing. LISC has been deploying a similar model for preservation of affordable properties in DC that serves residents who otherwise would be priced out of the City.

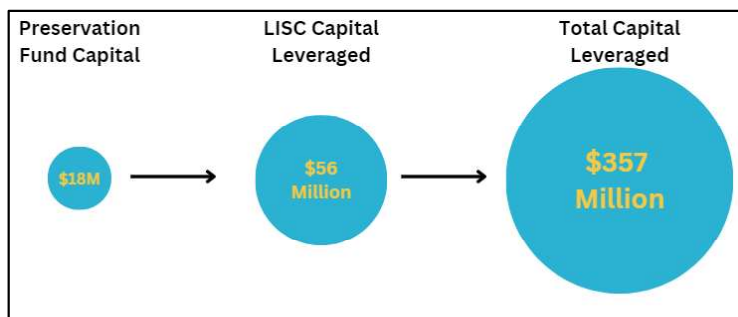
The Fund will blend LISC and Wesley/Landmark dollars, allowing mission-based developers to borrow more money at a lower cost. The Fund also draws from LISC's national expertise and diligence as an investor in affordable housing funds. LISC has a network of nonprofit and mission-based partners who are adept at identifying viable housing opportunities and creating communities where families and households can thrive. Further, rather than a one-time cash infusion to a single project, the loan fund would be recycled. As investments are repaid (once the project receives construction and permanent financing), LISC would re-invest the funds into future projects. The Fund is a living, ongoing legacy community benefit that is fitting given the source of the dollars. A Fund such as this will create a multiplier effect, supporting hundreds of affordable apartments, and helping to close the gap between the District's goal to create additional affordable housing in Ward 3 and reality. In comparable loan funds, for every \$1 million invested, 58 affordable apartments (and counting) have been produced or preserved.

In order to set up the fund LISC, in partnership with ANC 3E, the Zoning Commission and the Landmark/Wesley development team would work to tailor a set of metrics to guide the use of Revolving Loan Fund dollars (i.e. geographic focus of projects supported, length of affordability covenant, etc). The example below details a few key metrics that LISC uses in a similar Revolving Loan Fund we manage for the District of Columbia, and the impact that these funds catalyzed over the past 6 years.



Case Study: LISC-DHCD Housing Preservation Fund

For 6 years, LISC has served as Fund Manager for ([DHCD](#)) [Preservation Fund](#), and oversees deployment of the \$50 million loan fund. Beginning in 2018, 1,044 units of affordable housing have been preserved. In the face of climbing rents and prices, this means families have retained a stake in some of DC's gentrifying communities in all 8 wards. To date we have recycled 33% of the Funds in order to finance new projects. An \$18 million investment from DHCD,





combined with LISC's own loan funds, has leveraged \$357 million, a major investment in affordable housing for long-term Washingtonians. The metrics below guide the use and management of this loan fund. The Ward 3 Loan Fund could create similar metrics with adjustments to match the ANC and Development Team's priorities. Example metrics include:

- Affordability Covenant: Maintaining affordability for 10 years
- Affordability Requirement: At least half of all units are affordable to residents making 80% area median income (AMI) or below
- Leverage Ratio: 3:1 ratio, for every \$1 used from the Preservation Fund, \$3 in private loan capital will be leveraged.
- Loan to Value: Loans will go up to 125% Loan to Value (LTV) versus the 60% LTV, which is industry standard
- Interest Rates: Reduced interest rates created by blending LISC loan capital with Preservation Funds, so that borrowers can focus on long term redevelopment

Building more affordable housing in the District, particularly in high-opportunity areas, is a shared aspiration across the City. The Ward 3 Revolving Loan Fund can help turn aspiration into reality. Ward 3E has the opportunity to create an innovative model that will leverage LISC's Capital and expertise to generate affordable housing across the Ward and, in doing so, create an innovative model that could be replicated across the region and country.



Figure 1- Members of La Union Buena Vista Cooperative after purchasing their building utilizing a LISC Acquisition Loan, supplemented by the DHCD Preservation Fund

APPLICANT'S DRAFT CONDITIONS

The Seminary developed the following draft proposed Conditions to be imposed in conjunction with the new Campus Plan application. The proposed conditions were the subject of ongoing review by the Office of Planning and DDOT and continuing community engagement with ANC 3D and 3E, the Community Liaison Committee, and other interested parties.

In consideration of the record and the Findings of Fact and Conclusions of Law herein, the Zoning Commission concludes that the Applicant has satisfied its burden of proof and therefore **APPROVES** the campus plan application, subject to the following guidelines, conditions, and standards:

1. Approval of the Campus Plan shall be valid for ten (10) years beginning with the effective date of this Order.
2. The Campus boundaries shall include Lots 6 (818 and 819), 7, 8 and 9 in Square 1600 with a land area of 381,878 square feet (8.77 acres).

Enrollment and Employee Population:

3. Wesley student enrollment headcount during the life of the Campus Plan shall be subject to the following Academic Year (September through August) limit of 1,000 full and part-time degree and non-degree students attending classes on campus, including Master of Divinity (M.Div.), Master of Theological Studies (M.T.S.), Master of Arts (M.A.), Doctor of Ministry ((D.Min.) degree students attending two-week sessions on campus during off-semester periods, and for Course of Study non-degree students attending weekend (Friday Night-Saturday) or two-week summer on campus programs. All students in degree and non-degree programs that participate entirely off-campus or by remote or virtual classes are not subject to this enrollment cap.
4. The number of Seminary employees (headcount) over the life of the Campus Plan shall not exceed 100 employees (including all full and part-time), excluding non-Wesley employees managing and operating the New Dormitory. Not more than 12 employees (full and part-time) will be employed to manage and operate the New Dormitory, but excluding any student resident assistants/community ambassadors living in the student residential building.

Campus Development:

5. The total build out of the campus facilities (including existing buildings) shall not exceed 387,040 square feet of gross floor area or 1.014 FAR during the term of the Campus Plan. Based on the 1.8 FAR permitted for university campuses located in the RA-1 zone pursuant

to Subtitle X, Section 101.5, unused gross floor area of approximately 300,740 square feet shall remain undeveloped.

6. Vehicular parking spaces on the campus including below grade and surface spaces shall not exceed 295 spaces. Approximately 264 spaces will be located below grade in the New Dormitory and 31 surface parking spaces will be located elsewhere on the campus in accordance with Exhibit ____.
7. The Applicant shall provide a maximum of 735 total beds on the campus to include not more than 659 beds in the New Dormitory and 76 student beds in the existing 2014 Dorm.
8. The Applicant will implement a campus-wide security and monitoring system in accordance with Exhibit _____. The Seminary will also designate and publicize a Community Point of Contact (telephone hotline and electronic mail) to be available 24/7 to respond to security, illegal parking, and other potential adverse impacts on neighboring properties.

The New Dormitory:

9. The New Dormitory will house only enrolled Wesley and American University students, Wesley and AU faculty and staff (and their immediate families if any), resident management personnel and student resident assistants/ambassadors. "Immediate families" include spouses or domestic partners, and dependent children under the age of 18 living in the same unit as the enrolled Wesley and American University students, faculty or staff.
10. The New Dormitory will have a maximum height of 74 feet, 8 inches. It will have a maximum total gross floor area of 282,061 square feet. Two levels of underground parking (approximately 264 spaces) and internal loading and trash facilities will be provided. Use of the underground parking spaces shall be restricted to Wesley faculty and staff and residents and staff of the New Dormitory and also visitors in those cases when surface parking spaces are not sufficient. A portion of the underground parking will be utilized for Wesley maintenance facilities and storage.
11. **For the life of the Project**, the New Dormitory will include an access security system and security cameras will be installed on the campus as generally shown in Exhibit ____.
12. Resident leases for the New Dormitory will include an on-campus and off-campus code of conduct and resident management staff and student resident assistants /ambassadors will monitor compliance. Leases will also include a parking addendum which prohibits residents from parking offsite at non-metered spaces on residential streets and applying for a Residential Parking Permit. Enforcement will include a system of warnings and lease nonrenewal or expulsion in accordance with D.C. laws.
13. The New Dormitory will include approximately 216 units configured in studio, one, two, three, four and five bedroom units with not more than 659 beds. Each unit will contain a kitchenette and larger units will be designed as co-living units with separately leased bedrooms and common kitchen and living areas.

14. AU students, faculty and staff residing in the New Dormitory will have access to all Seminary facilities, including the library and dining facilities.
15. The Applicant shall provide the environmental and sustainable benefits for the Campus in accordance with this condition:
 - A. **The Applicant shall submit with its building permit application for the New Dormitory** a checklist evidencing that the New Dormitory has been designed to achieve the equivalent of LEED Gold under LEED v.4 for Homes and Multifamily Midrise.
 - B. **Prior to the issuance of the final residential Certificate of Occupancy for the New Dormitory**, the Applicant shall demonstrate to the Zoning Administrator that it has incorporated the following into the design of the Project:
 1. Green roofs;
 2. Rooftop Solar
 3. Space for composting
 4. Gas free/all electric building
 5. EV Charging Stations
 26. Stormwater management;
 37. Limited rooftop mechanical equipment; and
 84. Dark Sky compliance.

Green Open Space, Landscaping and Playground:

16. The Applicant will maintain and **prior to the final residential Certificate of Occupancy for the New Dormitory** install the new Campus Plan landscaping in the existing Green Open Space Buffer Zone on University Avenue and Massachusetts Avenue in substantial accordance with Exhibit _____. Designated green open space of approximately 205,000 square feet of land area is to be preserved and not available for future development.
17. **Prior to the issuance of the final residential Certificate of Occupancy for the New Dormitory**, the Applicant will build and maintain for the life of the new dormitory a small community playground to be set back from University Avenue as shown in Exhibit _____. The playground will measure approximately 40 feet by 95 feet and have an area of approximately 3,800 square feet with a natural double shredded hardwood mulch safety surface surrounded by a 48 inch tall vinyl-coated chain link perimeter fence. It will include benches and play equipment suitable for toddlers and young children. The playground will have a public point of entry adjacent to University Avenue, N.W. by means of an accessible

sidewalk. It will be fenced and open to the public only during daylight hours. The final design of the playground will be substantially in accordance with Exhibit ____.

18. The Applicant will implement the Landscape Plan in substantial accordance with Exhibit ____.
19. The Seminary will work with its Community Liaison Committee to review and make best efforts to achieve consensus on final plant and tree selections within the ranges included in the Landscape Plan to create an effective and aesthetically pleasing interface between the Campus and the surrounding neighborhood.

Off-Site Inclusionary Zoning:

~~20. During Further Processing, Applicant shall demonstrate compliance with new Sec. 1006.10. The Applicant shall establish and fund a Ward 3 Inclusionary Zoning Revolving Fund ("Ward 3 Fund") to be administered by Local Initiatives Support Corporation ("LISC") to provide the equivalent or greater level of Inclusionary Zoning than would be applicable to the New Dormitory in accordance with Subtitle C, §1006.10 as established by Z.C. Case No. 24-09.~~

~~— Prior to the issuance of the final Certificate of Occupancy for the New Dormitory, the Applicant will fund the Ward 3 Fund with a payment of \$8 million dollars (\$8,000,000.00) to LISC. The Applicant will provide documentation for the LISC payment to the Zoning Administrator and ANC 3D and ANC 3E.~~

~~21. 22. LISC should provide an annual report to ANC 3E, ANC 3D and Wesley detailing projects that have been funded, housing units delivered, fund balance and expected payback date of any lent funds.~~

Transportation and Parking:

~~22.20.~~ The Applicant shall implement, over the life of the Campus Plan, a Transportation Demand Management Plan, contained in Exhibit ____ to reduce and manage traffic and parking. Residing on the Campus will not qualify anyone for Residential Permit Parking decals from the District of Columbia. The TDM Plan will include periodic performance monitoring requirements. Applicant shall install in new dorm a transit screen that is visible inside and outside the building that displays arrival information on Metrobus and AU transit busses, Capital Bikeshare availability and any other micro-mobility options which are available in the area. In the first monitoring report following the opening of the New Dormitory, the Applicant will conduct a traffic signal warrant analysis for the driveway to Massachusetts Avenue NW. If DDOT's Traffic Engineering and Safety Division (TESD) determines a traffic signal or pedestrian beacon is warranted, the Applicant will design, fund, and install it within one year of DDOT approval.

~~23.21.~~ **Prior to the issuance of the final residential Certificate of Occupancy for the New Dormitory,** the Applicant shall fund and install a 19-dock Capital Bikeshare Station with 12 bikes at a publicly accessible location to be determined in consultation with DDOT and fund one year W of maintenance and operations costs for the Bikeshare station.

Commented [WC1]: Who funds after the first year?

24.22. **Prior to the issuance of the final Certificate of Occupancy for the New Dormitory**, the Applicant will construct the following pedestrian improvements subject to any required public space and DC Department of Transportation (“DCDOT”) approvals:

- A sidewalk along the east side of University Avenue NW between Massachusetts Avenue and Rodman Street with a leadwalk into campus along at least one side of the site driveway;
- Install signage, a crosswalk, and ADA curb ramps on the south leg of University Avenue at the Rodman Street intersection;
- Install signage, a crosswalk, and ADA curb ramps on the east leg of the campus driveway at the University Avenue and Sedgwick Street intersection or construct the crossing as a continuous sidewalk; and
- The Applicant, will undertake an effort to seek AU’s approval for the reopening of the gated connection at the southeastern corner of the property that links AU and the Seminary and if AU consents to re-opening the gate Wesley will not obstruct access via the gate except for security reasons. The Seminary will attempt to coordinate with AU on the installation of wayfinding signage on the campus directing students to the gated connection to the AU campus upon receiving AU’s approval for the opening of the connection.

25.23. After occupancy of the New Dormitory, the Seminary will perform a traffic monitoring survey in accordance with the performance monitoring plan in Exhibit ____ annually for the first two (2) years and report the results to DDOT, ANC 3D, ANC 3E and the Community Liaison Committee. If warranted by the traffic survey, the Seminary will implement additional TDM measures and University Avenue access restrictions in consultation with DDOT, ANC 3D, ANC 3E, and the CLC. Annual traffic monitoring will be extended by DDOT until such time as the TDM and traffic mitigation goals have been met for two consecutive years.

26.24. Vehicles will be able to enter and leave the Seminary through the Massachusetts Avenue entrance/exit. Vehicles exiting the Campus to Massachusetts Avenue will be Right Turn only. The Seminary will request DDOT to assess the feasibility, including potential traffic impacts of installing a traffic signal at the Massachusetts Avenue entrance/exit or allow left turn for exiting vehicles on a limited basis. Any studies or changes to access, including installation of traffic signal equipment, will be supplied, designed, funded and installed by the Applicant, not DDOT, and shall be installed within ~~in~~ a year of approval by DDOT.

Commented [WC2]: Zero chance DDOT will install a new traffic signal

27.25. The Applicant agrees to limit use of the University Avenue driveway for entry by emergency and limited service and delivery vehicles (e.g., trash and food service deliveries to refectory) required to access the campus from this location.

28.26. Use of University Avenue for exiting vehicles will be prohibited, except in emergencies or for limited service or delivery vehicles and appropriate physical obstacles and signage enforcement measures will be implemented.

29.27. The Applicant will encourage all Wesley students, on-campus residents, staff, faculty, and visitors to park on Campus with quarterly electronic communications and signage.

30.28. If either ANC 3D or ANC 3E notify the Applicant that Wesley students or on-campus residents are parking on nearby ~~restricted~~ residential streets restricted to those with residential parking permits, the Applicant will undertake a continuing enforcement program until such time as the Applicant reaches agreement with the complaining ANC that the problem has been reasonably mitigated.

29. The Applicant will undertake measures as needed to address additional parking demand* including, the possibility of altering class schedules, as outlined in the Transportation Demand Management (TDM) Plan.

34.

30. The new dormitory shall include secure interior bike storage and outside racks adjacent to the main building entrance with space to lock up to 50 bikes. Applicant shall also install bike racks in appropriate locations near the entrances to the existing Wesley dorm and each Wesley classroom building.

32.33. The New Dormitory will include a designated on-campus ride-sharing pick-up and drop-off area generally located in front of the proposed dormitory, and on-campus rental bike and scooter parking area generally located near the future Capital Bikeshare Station as shown in Exhibit _____.

Construction Management:

33.32. All construction vehicles shall access the campus through the Massachusetts Avenue entrance. If exceptional conditions mandate use of University Avenue by construction vehicles (e.g., construction crane) to access the construction site, the only access will be from the existing exit to University Avenue with right turn only for exiting vehicles. No new access to the construction site will be created from University Avenue, except for the limited purpose and duration for the demolition of the Old President's House and planned restoration and landscaping of that area and installation of Community Playground.

34.33. The Applicant will develop with the participation of the community a construction management plan that: a.) designates a Seminary Point of Contact for construction activity issues; b.) establishes a 24-hour construction contractor point of contact; c.) notifies ANCs 3D and 3E and the Community Liaison Committee of a pre-construction community meeting to coordinate construction activities at least 90 days before construction; d.) provides for construction worker and construction vehicle parking at locations other than neighborhood streets; e.) minimizes on-street truck idling in compliance with all applicable regulations; f.) ensures trucks are brushed and loads are covered prior to leaving the construction site; and g.) ensures compliance with on-site environmental regulations for maintaining the construction site. The Applicant will be responsible for implementing the Construction Management Plan and serve as the primary point of contact for the community.

Commented [WC3]: ANCs should seek additional details from Wesley on this provision: Does this mean that the ANCs, rather than Wesley, are now responsible for determining whether individual parking complaints are valid and require action? What does "restricted neighborhood streets" mean? Pat confirmed in 5/5 email that building resident lease parking addendum covers both RPP and non-RPP streets.

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Commented [TQ4]: A lot of new buildings are including bike storage rooms near the lobby/entrance that also include a bike repair station/materials but this is a bigger last minute design ask.

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~~35.~~34. The Applicant will establish a neighborhood construction management committee 90 days prior to construction to discuss ongoing issues during the construction phase of the project and address remediation issues tied to any damage to neighbors' property during construction. Representatives appointed to the committee will include individuals from ANC 3D, ANC 3E, and the Community Liaison Committee.

Environmental Issues:

~~36.~~35. Prior to filing a permit application with the D.C. Department of Buildings (DOB) for ground clearance, excavation, or other construction that would require investigation and/or remedial work at or around the campus by the U.S. Army Corps of Engineers because of its prior use as Camp Leach as part of the American University Experiment Station Formerly Used Defense Site (FUDS), the Seminary shall provide notification to the District Department of Energy and Environment (DOEE), the U.S. Army Corps of Engineers (USACE), and the U.S. Environmental Protection Agency (EPA), Region 3, that Wesley Seminary intends to undertake such activities. The Seminary will report on the outcomes of its interactions with the DOEE, USACE, and EPA on this issue to ANC 3D, ANC 3E, and the Community Liaison Committee and cooperate fully with the DOEE, USACE, and EPA as required, including implementation of any required Campus Safety and Neighborhood Plan during excavation and construction.

~~37.~~36. In conjunction with filing a permit application with the D.C. Department of Buildings (DOB) for ground clearance, excavation, or other construction, the Seminary will submit the final stormwater management plan to the DOEE for review and report the outcome of that review to ANC 3D, ANC 3E, and the Community Liaison Committee.

~~38.~~37. Throughout the term of the Campus Plan, the Applicant shall work directly with residents and the Community Liaison Committee to provide information to ensure that the construction does not have unanticipated stormwater impacts on residents' property and shall address any impacts should they occur. Residents will be consulted on a quarterly basis to ensure that unanticipated stormwater impacts are addressed.

Other Issues:

~~39.~~38. The Seminary shall maintain a Community Liaison Committee that meets at least three times annually and includes neighborhood resident representatives of ANC 3D, ANC 3E, the Spring Valley-Wesley Heights Citizens Association, Neighbors For A Livable Community, Spring Valley Neighborhood Association, and individual residents of Spring Valley living within 200 feet of the Seminary's property line at University Avenue. Other interested residents and neighborhood groups are invited to participate in the CLC's public meetings.

~~40.~~39. The Applicant shall make available (weekday evenings from 6:00 – 11:00 p.m.) for use by community groups without charge one or more meeting rooms on the campus designed to accommodate groups of various sizes including not more than 100 people and equipped to facilitate attendance both in person and by video conferencing, including a screen projector, guest Wi-Fi, but subject to the applicable IT security restrictions. Such a meeting room shall be made available on a priority basis to any community group that requests the

use of such room at least 21 days before the proposed meeting date if that room is not previously booked by another community group. If a community group requests a room with less than 21 days' notice or for a meeting on a weekend, the Applicant shall make the room available if it has not been previously booked by either another group or the Applicant. At the time use of a meeting room is reserved, the available HVAC, facilities and IT resources will be confirmed. When not so requested by a community group, any such meeting room may be used by the Applicant for other purposes. Persons attending these meetings will be provided with free parking in the surface parking lot unless the anticipated attendance will likely exceed the capacity of that lot, in which case, attendees will be offered parking in the underground garage. "Community group" is defined as any organized private civic or governmental group with members residing in the neighborhoods represented by ANC 3D and ANC 3E at the time of this order. Applicant reserves the right to exclude political and/or controversial groups in its reasonable discretion in keeping with its religious and educational mission. Unaccompanied minors are not permitted at any time.

~~41.40.~~ At least twice annually, after final approval and beginning prior to occupancy of any new building, the Seminary will offer to attend ANC 3D and ANC 3E meetings to review Campus Plan performance issues identified in collaboration with the CLC.

~~42.41.~~ The Seminary will install screening for the three exhaust pipes on the 2014 Dorm and monitor and correct any excessive noise exceeding applicable standards in a residential zone.

~~43.42.~~ The Seminary will not sell or lease any part of the Spring Valley Campus (excluding any units in the New Dormitory) to American University for university use during the term of this Campus Plan. Any proposed sale or lease of any part of the Campus (excluding units in the New Dormitory) to AU will constitute a Modification with Hearing under Subtitle Z, §703 requiring a public hearing before the Zoning Commission.

~~44.43.~~ The Applicant will file any proposed change in any of the conditions of this Campus Plan as a Modification with Hearing requiring a hearing pursuant to Subtitle Z, §704, unless ANC 3D and ANC 3E both agree that such modification can be filed as a Minor Modification or a Modification Without Hearing.

~~45.44.~~ The Seminary agrees to continue to make best efforts to engage with American University on issues of potential collaboration which affect the operation of the Seminary's Campus Plan, and which also affect the impact of the application on the neighborhood ~~and will~~share with report to ANC 3E, 3D and the CLC on these engagements, including any substantive changes in the relationship with AU.

~~46.45.~~ The Applicant shall be responsible for the construction of the University Avenue sidewalk and ADA-compliant pedestrian ramps recommended in the District Department of Transportation's (DDOT's) report on this application.

~~47.46.~~ The Applicant is required to comply fully with the provisions of the Human Rights Act of 1977, D.C. Law 2-38, as amended, and this Order is conditioned upon full compliance with

those provisions. In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code §2-1401.01 et seq., (“Act”) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination that is also prohibited by the Act. In addition, harassment based on any of the above protected categories is also prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.

~~48.47.~~ The Applicant shall file with the Zoning Administrator a letter identifying how it is in compliance with the conditions of this Order at such time as the Zoning Administrator requests and shall simultaneously file that letter with the Office of Zoning and ANC 3D and ANC 3E.

~~49.48.~~ The Applicant shall have Campus Plan design flexibility in the following areas:

- A. Number of Beds in the New Dormitory. To reduce the number of beds in the New Dormitory up to minus ten percent (10%).
- B. Parking Configuration. To make refinements to the approved parking configuration, including layout, number of parking spaces plus or minus 10%, and/or other elements, and to vary the allocation of Wesley and Landmark parking spaces.
- C. Interior Components. To vary the location and design of all interior components, including amenities, partitions, structural slabs, doors, hallways, columns, stairways, mechanical rooms, elevators, escalators, kitchens and toilet rooms, provided that the variations do not change the exterior configuration of the building.
- D. Exterior Materials and Color. To vary the final selection of the exterior materials within the color ranges and material types as proposed on Sheet ____ of the Approved Plans (titled, “Material Palette”). In the event the Applicant desires to change the exterior materials, type or color beyond the parameters of the Material Palette, the Applicant shall file an application for a Modification of Consequence for the Commission’s approval of the change of exterior materials unless ANC 3D and ANC 3E both agree that such modification can be filed as a minor modification or modification without a hearing.
- E. Exterior Details. To make minor refinements to the locations and dimensions of exterior details that do not substantially alter the exterior design shown on the Approved Plans. Examples of exterior details would include, but are not limited to, doorways, canopies, railing, skylights, and window locations, and brick patterns or sizes.
- F. ~~Sustainable Features. To vary the approved sustainable features of the New Dormitory, provided the total number of LEED points achievable for the project~~

does not decrease below the minimum required for LEED Gold under LEED v.4 for Homes and Multi-Family Mid-Rise Residential for the New Dormitory.

G.F. Signage. To vary the font, message, logo, location, and color of the proposed signage, provided that the maximum overall dimensions and signage materials do not change from those shown on the Approved Plans.

Commented [TQ5]: Up above I 15B they list some of the green design components but here IIUC they can ignore those commitments - there are usually dozens of green building features so I'm ok with some flexibility but do we want them to commit to the list in 15?