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May 23, 2025

**BY IZIS**

Mr. Anthony J. Hood, Chairman  
D.C. Zoning Commission  
One Judiciary Square  
441 4th Street, N.W., Second Floor  
Washington, D.C. 20001

Re: Applicant's Requested Information and Rebuttal  
Zoning Commission Case No. 23-08(1)  
Application of The Wesley Theological Seminary of the United Methodist Church  
for a Campus Plan (2025-2035)  
4500 Massachusetts Avenue, N.W.  
Square 1600, Lots 6 (818 and 819), 7, 8 and 9.

Dear Chairman Hood and Members of the Commission:

The Wesley Theological Seminary ("Wesley") respectfully submits the following information requested by the Commission and the Applicant's Rebuttal.

**1. Revised Draft Conditions Accepted:** Wesley received proposed revisions (shown in red) to the Draft Conditions from ANC 3E. Wesley has reviewed and accepted the revisions requested with only minor clarifications shown in blue (e.g. 13.B.4 - all electric building "with the exception of natural gas emergency generator" required) and made the deletions requested by OP. Blacklined and Clean versions of the Draft Conditions are attached as Exhibit A.

**2. Tree Replacement Ratio of 4.5 to 1 Confirmed:** At the public hearing, Commissioner Imamura asked Sara Link, PE from Bohler Engineering what the tree replacement ratio was under the Landscaping Plan. Ms. Link has confirmed the tree replacement ratio of 4.5 new trees for every one tree removed. No Heritage trees are to be removed. The project is currently planning to preserve 177 existing trees (to include 27 heritage trees and 75 special trees) and remove 22 trees with this project. The current landscape/GAR plan is proposing to replant a minimum of 100 trees (combination of canopy trees and understory trees). For the record, Ms. Link's Curriculum Vitae is attached as Exhibit B.

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**3. Response to Durant-Based Inconsistency Claim:** The assertion that the proposed Wesley campus plan is inconsistent with the Future Land Use Map (FLUM) and Comprehensive Plan (“Comp Plan”), based on the D.C. Court of Appeals’ decision in *Durant v. District of Columbia Zoning Commission*, 139 A.3d 880 (D.C. 2016) (“*Durant*”), mischaracterizes both the intent and application of the relevant land use designation and misapplies the legal standard established in *Durant*.

Taken as a whole, and in light of the Zoning Commission’s recent actions, the proposed campus plan is not inconsistent with the Comp Plan or the FLUM. It conforms to the institutional use designation, supports key equity and housing goals, and has been refined through sustained engagement with the community. The argument that it constitutes a commercial use in violation of the FLUM misreads both the applicable regulations and the comprehensive record in Z.C. Cases 22-13, 23-08(1), and 24-09. A more detailed *Durant* analysis is attached as Exhibit C.

**4. Campus Plan Directly Supports Wesley’s Unique Educational Mission and Circumstances:** Like every other university, Wesley needs to marshal all its resources, financial and physical, to support its mission on the Spring Valley campus and in the District which is the defining element of the Seminary for the last 67 years. In a competitive market for theological education, the best students, faculty and visitors are attracted to and retained by Wesley on the strength of its programs and faculty, affordability, campus environment and location in the District. To Thrive in Place, Wesley must utilize its resources to provide much needed modern, family-friendly and flexible housing (type and duration of stay) and provide long-term and reliable financial resources to heavily subsidize student tuition and student housing so that its programs remain price competitive and affordable without incurring crushing lifetime student loan debt for graduates called to careers of modest income. Wesley’s economics are very different from most universities where tuition, room and board and other revenue sources provide a positive stream of income to support the school’s operations and scholarships and financial aid.

**5. Importance of Maintaining and Enhancing Green Open Area and Hilltop Campus Configuration To Wesley and Its Neighbors:** The Green Open Area surrounding the hilltop campus configuration defines the Spring Valley campus and its relationship, contribution to and compatibility with the adjacent Spring Valley and American University Park neighborhoods. The proposed new dormitory is self-contained within the existing hilltop campus and screening perimeter of the existing buildings and Green Open Area to be maintained and enhanced. Wesley is committed to maintaining the Green Open Area for the benefit of all, but that commitment is not without cost or lost opportunity. More than half the campus area (almost 4.7 acres) is not available for use by Wesley, either for its own purposes or development by others. Dating back to its first campus plan in 2005, Wesley committed to not selling or developing the three residential lots (7, 8, and 9) on University Avenue at urging of ANC 3D and the immediate neighbors. Each of these R-1- A (7,500 + sf) lots are conservatively worth \$1.5 million for large single-family detached development or even more dense private development or university expansion. Numerous similar additional lots facing University and Massachusetts Avenues are possible and would be in high demand. Maintaining the Green Open Area is critical to Wesley and a price it is willing to pay.

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**6. Evaluation of All Proposed Campus Activities Demonstrates No Objectionable Conditions:** Repeatedly, since 2022, the Campus Plans (and former PUD) have been scrutinized by both ANCs, OP, DDOT and others based on the total or combined impacts of the Wesley students and employees and residents and employees of the proposed new dormitory. The Campus Plan proposes limits on all campus activities, Wesley enrollment, housing and employees and all occupants and employees at the new dormitory. The evaluations have resulted in mitigating actions, transportation demand management and performance monitoring, and other steps to minimize the impact of the Wesley campus and ensure that no objectionable conditions are created or not adequately addressed in the future.

**7. Issues To Be Addressed at Further Processing:** The following issues, and others that may be identified, will be taken up in more detail at further processing, including:

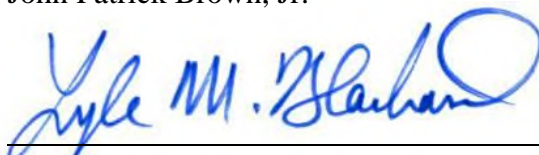
- A. Scope and method of off-site Inclusionary Zoning compliance.
- B. Campus security plan;
- C. Neighborhood parking restrictions and enforcement;
- D. Codes of code and enforcement;
- E. Verification and enforcement of AU student enrollment;
- F. Cooperation with American University, including fence and Wesley use of AU shuttle;
- G. Wesley access to New Dormitory facilities.

Thank you for your consideration of this updated information and rebuttal.

Very truly yours,  
GREENSTEIN DELORME & LUCHS, P.C.



John Patrick Brown, Jr.



Lyle M. Blanchard

Enclosures

## **CERTIFICATE OF SERVICE**

I hereby certify that on May 23, 2025, the foregoing Applicant's Requested Information and Rebuttal was delivered via electronic mail to the following:

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John Patrick Brown, Jr.

# **EXHIBIT “A”**

## **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/aAll electric building with the exception of natural gas emergency generator](#)
    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 commence installation install it within one year of DDOT approval, subject to the availability of the traffic signal equipment.

~~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.

~~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 commence installation be installed within in a one year of approval by DDOT, subject to the availability of the traffic signal equipment~~.

~~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.

~~31.29.~~ 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.

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.

~~32.31.~~ 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.

~~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~~shall 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. [NOTE: DELETED PER OP REPORT]~~
- 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.~~[NOTE: DELETED PER OP REPORT]

- 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.~~[NOTE: DELETED PER OP REPORT]
- G. 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.



## **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. All electric building with the exception of natural gas emergency generator
    5. EV Charging Stations
    6. Stormwater management;
    7. Limited rooftop mechanical equipment; and
    8. 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:**

During Further Processing, Applicant shall demonstrate compliance with new Sec. 1006.10.**Transportation and Parking:**

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 commence installation within one year of DDOT approval, subject to the availability of the traffic signal equipment.
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 of maintenance and operations costs for the Bikeshare station.
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.
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 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.
  24. Vehicles will be able to enter and leave the Seminary through the Massachusetts Avenue entrance/exit. . 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 commence installation within one year of approval by DDOT, subject to the availability of the traffic signal equipment.
  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.
  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 will be implemented.
  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.
  28. If either ANC 3D or ANC 3E notify the Applicant that Wesley students or on-campus residents are parking on nearby 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.
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.
31. 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:**

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.
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.
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:**

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.

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.
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:**

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.
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.

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.
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.
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.
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.
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 shall report to ANC 3E, 3D and the CLC on these engagements, including any substantive changes in the relationship with AU.
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.
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.

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.
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. [NOTE: DELETED PER OP REPORT]
  - E. [NOTE: DELETED PER OP REPORT]
  - F. [NOTE: DELETED PER OP REPORT]
  - G. 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.



# **EXHIBIT “B”**

# PROJECT TEAM

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## Sara Link, PE, LEED AP BD+C

### Branch Manager

Sara currently serves as the Branch Manager for the Bohler DC office. Sara brings expertise and strong problem-solving skills to every project. She takes the time to understand clients' business goals to help them achieve their development and financial objectives, delivering consistent value throughout the process. Her technical experience spans multiple market sectors, including site evaluation and due diligence, grading, utility design, stormwater management, and permit facilitation.

[SLINK@BOHLERDC.COM](mailto:SLINK@BOHLERDC.COM)

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#### EDUCATION

B.S. Civil Engineering  
University of Virginia

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#### PROFESSIONAL LICENSES

DC PE #921937  
VA PE #0402069010  
LEED AP BD+C

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#### PROFESSIONAL AFFILIATIONS

Commercial Real Estate Women  
(CREW), DC Chapter  
District of Columbia Building Industry  
Association (DCBIA)  
DCBIA, DOEE Working Group  
DCBIA, Young Leaders Committee,  
Co-Chair  
NAIOP (Commercial Real Estate  
Development Association), DC I MD  
Urban Land Institute (ULI),  
Washington Chapter

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#### AWARDS

Bisnow DMV Women Leading Real  
Estate, Rising Star 2023

Sara is actively involved in Bohler DC's Women in Engineering program and has built strong relationships with jurisdictional agencies. She is an engaged member of key industry organizations such as DCBIA, ULI, NAIOP, and CREW. Additionally, Sara is LEED AP BD+C certified and holds a professional engineering license in the District of Columbia and Virginia.

#### PROJECT EXPERIENCE

- + 1221 Van, Mixed-Use Development, Washington, DC
- + 1901 L Street, Office Building, Washington, DC
- + 20 Mass, Mixed-Use, Washington, DC
- + 99M, Office Building, Washington, DC
- + Alta 801 NoMa Apartments, Washington, DC
- + Banner Lane, Mixed-Use Development, Washington, DC
- + Big Sky Flats, Residential, Washington, DC
- + Coda on H, Multi-family, Washington, DC
- + Coda on Half, Multi-family, Washington, DC
- + Dock 79 at Capitol Riverfront, Washington, DC
- + Extra Space Storage, Fort Totten, Washington, DC
- + Fort Totten, Senior Housing, Washington, DC
- + Gables Union Market, Mixed-Use Development, Washington, DC
- + Greenleaf Senior Living, Washington, DC
- + Half Street, Mixed-Use Development, Washington, DC
- + Hanover Reed Street, Mixed-Use Development, Washington, DC
- + Howard University, Wonder Plaza Student Housing, Washington, DC
- + J Linea Apartments, Washington, DC
- + Kaboom Playground, Shining Stars Montessori School, Washington, DC

# PROJECT TEAM

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- + Link Apartments H Street, Washington, DC
- + Maren at Capitol Riverfront, Washington, DC
- + Market Terminal, Mixed-Use Development, Washington, DC
- + Morse Street, Mixed-Use Development, Washington, DC
- + Press House Apartments, Washington, DC
- + Riggs Crossing Senior Affordable Housing, Washington, DC
- + Rise at Temple Courts, Northwest One Phase I, Washington, DC
- + Safeway, Capitol Hill Washington, DC
- + Skyland Town Center, Washington, DC
- + The Batley, Mixed-Use Development, Washington, DC
- + The Edison, Mixed-Use Development, Washington, DC
- + The Estate at the Yards, Multi Family Development, Washington, DC
- + The Geneva, Office-to-Residential Conversion, Washington, DC
- + The Lanes at Union Market, Residential, Washington, DC
- + The MO Apartments, Washington, DC
- + The Parks at Walter Reed, Washington, DC
- + The Stacks, Mixed-Use Development, Washington, DC
- + The Vermeer Apartments, Washington, DC
- + The Vermeer, Mixed-Use Development, Washington, DC
- + Tingey Plaza, Washington, DC
- + Union Market, Mixed-Use Development, Washington, DC
- + Veranda at The Parks Common, 6900 Georgia Ave NW, Washington, DC

## **VIRGINIA PROJECT EXPERIENCE**

- + 1501 Arlington Blvd. Multi-family Development, Arlington, VA
- + Army Navy Country Club Connector Trail, Arlington, VA
- + Homewood Suites Hotel, Arlington, VA
- + Novel Arlington Ridge Townhomes & Multi-family, Arlington, VA
- + RiverHouse Neighborhood Expansion, Arlington, VA
- + Robinson Terminal North, Alexandria, VA
- + The Trove Apartments, Arlington, VA
- + The Waycroft Ballston Apartments, Arlington, VA

# **EXHIBIT “C”**

## Response to Durant-Based Inconsistency Claim

The assertion that the proposed Wesley campus plan is inconsistent with the Future Land Use Map (FLUM) and Comprehensive Plan (“Comp Plan”), based on the D.C. Court of Appeals’ decision in *Durant v. District of Columbia Zoning Commission* (“*Durant*”), mischaracterizes both the intent and application of the relevant land use designation and misapplies the legal standard established in *Durant*.

### I. Institutional Land Use Designation – FLUM Consistency

The Future Land Use Map (“FLUM”) designates the Wesley Theological Seminary (“Wesley”) campus for “Institutional” use. The Framework Element of the Comp Plan states that “[t]his designation includes land and facilities occupied and used by colleges and universities...” As defined in Subtitle B § 200.2(j), this use category includes “an institution of higher educational or academic learning providing facilities for teaching and research” and expressly contemplates the provision of student housing (i.e., dormitories and university housing) as an associated institutional use. The proposed dormitory is part of Wesley’s broader campus plan and will house both Wesley and American University (“AU”) students, faculty and staff.

While the dormitory will not exclusively house Wesley students, the Zoning Commission has expressly addressed this unique situation. In Z.C. Case No. 24-09, the Commission adopted a text amendment to Subtitle X that makes clear that the proposed university housing will not be treated as a commercial use for zoning purposes if it is approved through a campus plan. The relevant provision now reads:

Subtitle X, Section 101.5

University housing exclusively for use by Wesley Theological Seminary and American University students, faculty, and staff on Square 1600, Lot 819 **shall not be subject to the commercial use restrictions** in this section if approved by the Zoning Commission as part of a campus plan. (Emphasis added.)

This language reflects the Commission’s deliberate and considered judgment that the proposed housing, when tied to the educational mission of the university and incorporated into a campus plan, is consistent with institutional use. This conclusion is well within the Commission’s authority and consistent with its longstanding practice of deferring to academic institutions in determining how best to meet their operational and student support needs.

The suggestion that the dormitory must still be considered a “commercial” use under Webster’s dictionary ignores the core principle that land use interpretations in the zoning context rest with the Zoning Commission, not external definitional sources. The fact that the Commission found it necessary to exempt the building from Subtitle X’s commercial use restrictions does not concede that the building is a commercial enterprise in the planning or land use sense—it reflects a legal clarification to remove ambiguity and allow the Commission to evaluate the proposal within the institutional framework of the campus plan process.

Accordingly, the proposed dormitory is not a standalone commercial venture, but rather a component of an institutional campus plan. It is therefore consistent with the FLUM's Institutional land use designation and with the Zoning Commission's policy direction in Z.C. Case No. 24-09.

## II. Legal Standard – “Not Inconsistent” with the Comprehensive Plan

Under *Durant*, the FLUM must be considered in concert with the Comp Plan's broader text, goals, and policies. The legal test is whether the proposal is “not inconsistent” with the Comp Plan, not whether it perfectly conforms to every single provision. As clarified in *Durant*, the Commission retains discretion to balance and reconcile competing objectives. In this case, the proposal meets that standard, as on balance, the proposed dormitory advances more policies than it does not, as identified in Wesley's Comp Plan analysis, see [Exhibit 69F](#) and [Exhibit 96](#), OP's report, [Exhibit 85](#). The analysis provides that the Land Use, Transportation, Housing, Environmental Protection, and Educational Facilities Citywide Elements of the Comp Plan, as well as in the Rock Creek West Area Element would be furthered by the proposed dormitory, including goals related to expanding housing opportunities, promoting equitable access to educational resources, and increasing socio-economic diversity in high-opportunity areas like Ward 3.

## III. Alignment with Comprehensive Plan Policies

The proposed dormitory advances a broad range of District policies outlined in the Comprehensive Plan, including those specific to the Rock Creek West Planning Area. In particular, the project supports **RCW-1.1.2: Economic Development** by contributing to the creation of new housing opportunities in a part of the District where housing production has historically lagged. It also aligns with **RCW-1.1.8: Managing Institutional Land Uses**, which encourages the mitigation of adverse impacts, including design changes made to the dormitory building in this case. Additionally, the proposal supports **RCW-1.1.11: Managing Transportation Demand** by helping to reduce transportation demand through the provision of multimodal transportation options, which, in this case, includes pedestrian improvements, a new capital bikeshare station, and traffic improvements on University Avenue.

More broadly, the project promotes key Land Use Element goals, including **LU-2.3.5: Institutional Uses**, by locating new student housing on campus and minimizing transportation impacts typically associated with commuting students. It furthers **LU-3.3.1: Transportation Impacts of Institutional Uses** by reflecting a university's responsibility to mitigate its off-campus impacts. From a housing perspective, the dormitory advances **H-1.3.5: Student Housing**, which encourages universities to address student housing needs, and **H-2.1.2: Preserving Affordable Rental Housing**, which preserves affordable rental housing in the community by decreasing the demand students place on the general rental market.

The project is also consistent with the Educational Facilities Element, including **EDU-3.3.5: Transportation Impacts of Colleges and Universities**, which calls for universities to mitigate their traffic and parking impacts. It further supports **EDU-3.2.3: Workforce Development** and **EDU-3.3.2: Balancing University Growth and Neighborhood Needs** by enabling institutional growth that is respectful of neighboring communities and encourages university-community collaboration.

In the area of transportation and sustainability, the proposal supports policies such as **T-1.1.8: Minimizing Off-Street Parking**, **T-2.3.4: Capital Bikeshare Expansion**, **T-2.4.1: Pedestrian Network**, and **T-3.1.1: TDM Programs** by reducing dependence on automobiles, improving bicycle and pedestrian infrastructure, and implementing transportation demand management (“TDM”) strategies. The project also supports environmental goals under **E-1.1.2: Urban Heat Island Mitigation** and **E-4.1.2: Using Landscaping and Green Roofs to Reduce Runoff** through the inclusion of green roofs and landscaping that help mitigate urban heat and manage stormwater.

Finally, the project is consistent with **ED-1.1.1: Core Industries** and **ED-2.4.1: Institutional Growth** of the Economic Development Element, recognizing the important role that higher education institutions play in the District’s economy and growth strategy. Taken together, the proposed dormitory meaningfully advances Comp Plan policies related to housing, land use, transportation, environment, education, and economic development, while addressing racial equity priorities and specific planning objectives for the Rock Creek West area.

#### **IV. Scale and Compatibility**

Through community engagement, Wesley has made significant modifications to the dormitory’s massing and setbacks to reduce visual impacts and address concerns. The building has been reduced in height and number of beds, and the upper levels have been reoriented to face away from neighbors. Additionally, the number of parking spaces has been reduced upon the community’s request. These changes reflect a clear intent to ensure that the proposed development is compatible with its context.

#### **V. Racial Equity and Land Use History**

The Framework Element of the Comp Plan requires zoning decisions to be made through a racial equity lens. Wesley’s proposal is part of a broader effort to right historical inequities in Rock Creek West, where exclusionary zoning and racially restrictive covenants once limited access to housing. The expansion of housing opportunities on campus promotes racial equity outcomes as required by 10-A DCMR § 213.

#### **VI. Conclusion**

Taken as a whole, and in light of the Zoning Commission’s recent actions, the proposed campus plan is not inconsistent with the Comp Plan or the FLUM. It conforms to the institutional use designation, supports key equity and housing goals, and has been refined through sustained engagement with the community. The argument that it constitutes a commercial use in violation of the FLUM misreads both the applicable regulations and the comprehensive record in Z.C. Cases 22-13, 23-08(1), and 24-09.