

NEIGHBORS FOR A LIVABLE COMMUNITY

Spring Valley – Wesley Heights Citizens Association

May 30, 2025

Mr. Anthony J. Hood, Chairman
D.C. Zoning Commission
441 4th Street NW, 2nd Floor
Washington, D.C. 20001

RE: Zoning Commission Case No. 23-08(1) – Wesley Theological Seminary Updated Campus Plan (2025-2035): Response to Applicant’s Rebuttal

Dear Chairman Hood and Members of the Commission:

Neighbors for a Livable Community (NLC) and the Spring Valley-Wesley Heights Citizens Association (SVWHCA) offer this response to the May 23, 2025 rebuttal submitted by the Wesley Theological Seminary in the above-referenced case. In its rebuttal, Wesley asserted that (1) the Campus Plan “directly supports” Wesley’s educational mission and (2) the Campus Plan is not inconsistent with the Future Land Use Map (FLUM) and Comprehensive Plan. NLC and SVWHCA would not expect Wesley to state otherwise; but Wesley’s fundamentally flawed rebuttal relies on repetitive conjecture that fails to articulate any rational link with the factual record in this case.

1. *Wesley’s Campus Plan is unrelated to the institution’s educational mission.*

It seems a misnomer to classify Wesley’s application as a “Campus Plan,” since Landmark Properties’ commercial development, ownership, and management of a new student apartment building primarily for American University (AU) students is not only the dominant component of the Wesley Campus Plan application, it is the only new development proposed in the Campus Plan. Whether

intended or not, the language of *Subtitle X, Section 101.4* of the DC Zoning Regulations seems to have been tailored to prevent the type of development proposed in Wesley's Campus Plan.

The standard outlined in *Subtitle X, Section 101.4* states unequivocally that the campus plan process shall not be used to create "developments unrelated to the educational mission of the applicant." The language referencing a university's "educational mission" is precise. The language is not so broad as to suggest that **all** activities on a college or university campus fall under the "educational mission" umbrella, as Wesley asserts in its rebuttal.

AU students are not enrolled and do not share in Wesley's educational objectives or institutional mission. Housing AU students is not part of Wesley's educational mission.

In its rebuttal, Wesley takes the unprecedented position that any land use with potential for generating revenue would be permitted under the campus plan regulations. Wesley's rebuttal states it "needs to marshal all of its resources, financial and physical" to "provide long-term and reliable financial resources." By the standard asserted by Wesley in its rebuttal, there would be no limits on land use by colleges and universities because all development would be related to the university's educational mission by virtue of being located on university-owned land. This is in direct conflict with the language of *Subtitle X, Section 101.4*.

In this case, Wesley is using the Campus Plan process solely to create a new commercial revenue source for itself and Landmark Properties, a commercial developer of off-campus luxury student apartment buildings. This new revenue source is not aimed at Wesley's own community of students, faculty, or alumni; but, as Landmark has acknowledged, the target audience for this project is the AU student community. (*See Landmark Marketing Report, Exhibit 69E and September 11, 2023 Transcript, Page 57*).

The number of AU students to be housed in this building will be 7 times more than the number of Wesley students housed on Wesley's campus and 3 times as many Wesley students attending classes on the Wesley campus at any one time. A minimum of roughly 91 percent of the beds in the proposed Landmark apartment building will be targeted to AU students. The size and scale of the project has been determined on the basis of Wesley's and Landmark's desired profits and return on investment.

The case record shows that Wesley does not need the Landmark housing for its registered students and it is unclear how many, if any, Wesley students will be housed in the new Landmark building. Wesley's students are a *de minimis* factor in the Landmark apartment building and Wesley's overall Campus Plan.

Wesley also asserts in its rebuttal that the Landmark building is a financial necessity because Wesley's "economics are very different from most universities." The details of Wesley's financial arrangement with Landmark as well as Wesley's financial status remain shrouded in secrecy more than three years after Wesley filed its Campus Plan application. Wesley has had every opportunity to provide detailed information documenting its financial need and showing the specific outcomes of the additional revenue that reportedly would be generated by this project. It has failed to do so.

This unprecedented commercial arrangement on university-owned land between Wesley and Landmark cannot be justified on the basis of financial need because there is nothing in the record to document Wesley's financial need. Instead, the record points to Wesley's annual budget increases, increased grants, and record donations reinforcing Wesley's own testimony that its financial viability is **not** dependent on the Landmark student apartment building. (*Z.C. Case No. 23-08(1), September 11, 2023 Zoning Commission Transcript, Page 19.*)

As NLC and SVWHCA have testified in this case previously, much has been written by scholars in educational and philanthropic journals about the role of fundraising at a college or university and

filling the gap when tuition revenue falls short. The consensus among scholars is best outlined in research published nearly five years ago by Samantha O. Betton, Ph.D., who is now the Associate Vice President of Academic Affairs at Simmons College of Kentucky, an Historically Black College or University (HBCU) located in Louisville, Kentucky.¹ In her research, Dr. Betton outlined the “normative dimensions” of fundraising that are integral to the fundraising operations at colleges and universities in the U.S. The revenue generating tool proposed by Wesley in this case would fall outside “the normative dimensions” and would be atypical of the accepted best practices for post-secondary educational institutions, according to Dr. Betton’s research.

Perhaps, the best indicator that the Landmark apartment building is unrelated to Wesley’s educational mission is the applicant’s refusal to include the AU students who will be living on their campus within their “student count” as required in *Subtitle Z, Section 302.10 (d)* of the DC Zoning Regulations. *Subtitle Z, Section 302.10 (d)* specifies that a Campus Plan must include a “student count for every student on campus.”

Under cross examination at the May 12 hearing, Wesley argued that it was not required to include the 600 AU students residing in Landmark’s commercial apartment building in the student count because they will not be enrolled at Wesley. Downplaying the impact of the 600 AU students on the Wesley campus, Wesley acknowledged what we have been saying in this case: the AU student-tenants would have no connection to Wesley’s educational mission. Wesley stated the following:

“The American University students in that building will relate to the AU campus, not to the Wesley campus. I think the impact on the Wesley campus will be de minimis. It’s just not going to be that significant because they’re going to relate to the American University campus.” (Dr David McAllister-Wilson, Z.C. Hearing Transcript, May 12, 2025, Pages 79-80.)

¹ Samantha O. Betton, “Presidential Approaches to Fundraising at Selected Historical Black Colleges and Universities” (2018), University of North Florida.

For Wesley and Landmark, these student-tenants will represent dollar signs, as Wesley also acknowledged in earlier testimony in this case. (*See September 11, 2023 Transcript, Pages 61, 82.*)

Some Commissioners suggest that it is irrelevant whether the students living on Wesley's Campus are enrolled at AU or Wesley. This case is unique, they suggest, because all the tenants will be students and the two institutions are neighbors. AU and Wesley are independent educational institutions – no different, for example, than Catholic University and Trinity Washington University. Campus Plan Zoning regulations do not differentiate whether separate educational institutions are neighboring or not. All institutions are required to submit and gain approval for separate campus plans based on different physical boundaries and different institutional ownership/control.

The Zoning Commission approved a 10-year Campus Plan for American University in July, 2021. In that Campus Plan, the Commission approved construction of new student housing within AU's property boundaries totaling 500 additional beds. The Landmark building on the Wesley campus will house more AU students than all the new housing facilities approved in the 2021 AU Campus Plan.

The number of new beds approved in the AU Campus Plan was not manufactured out of the blue; it was based on AU's projected need over the next ten years. Since then, AU's enrollment has declined, like so many other universities across the country, and it has reported that it is facing a nearly \$60 million deficit.²

AU's refusal to engage with Wesley, as the record in this case demonstrates, and AU's public statements to the community indicate AU's lack of interest in the housing that Landmark would offer its students. Even if AU was engaged in this project, the housing of AU students on the Wesley Campus would not be allowed under existing regulations because the use of Wesley's land to house AU students is "unrelated to the educational mission of the applicant."

² Washington Post, November 17, 2024: "Amid Budget Cuts, American University May Restructure School of Education."

2. Wesley's analysis of the applicability of the *Durant* case is not legally sound.

Although Wesley states in its rebuttal that NLC and SVWHCA have misapplied the legal standard established in *Durant v. District of Columbia*, Wesley, again, is silent on the specifics of how or why.

The *Durant* ruling focuses narrowly on the FLUM land use categorization. In *Durant*, the issue was whether the proposed Planned Unit Development (PUD) was consistent with the FLUM's definition of the moderate density residential land use category. In Wesley, the issue is whether the proposed Landmark development is consistent with the FLUM's definition of the institutional land use category.

The court's ruling in *Durant* also was influenced by whether the proposed PUD would be consistent with the underlying zoning of the area. In *Durant*, the court determined that the proposed PUD would not be consistent with the underlying zoning. As in *Durant*, the building proposed by Wesley and Landmark would not be consistent with the underlying zoning of the Wesley site, which is RA-1. Nor is it consistent with the adjacent neighborhood which is zoned R-1B and R-1A.

As a *Harvard Law Review* analysis concluded, the issue in the *Durant* case was a "narrow definitional question" focused on whether the project met the criteria for the FLUM land use category. In *Durant*, the case came down to a single component of the plan being proposed – whether the proposed development constituted "moderate density," as defined in the FLUM moderate density land use category.³ The issue was not so much about density as it was about whether the proposed density met the definition for the FLUM land use category. The *Harvard Law Review's* analysis stressed the judge's decision in the case was a consequence of the Commission's failure to "grapple with the (Comprehensive) Plan on textual grounds." Wesley's analysis makes the same error.

³ "Durant v. District of Columbia Zoning Commission: D.C. Court of Appeals Determines a New Development Is Inconsistent with City's Comprehensive Plan," *Harvard Law Review*, Volume 130, Issue 5, March 2017.

The narrow definitional question characterizing *Durant* applies in this Campus Plan case: that is, does the Wesley-Landmark commercial venture meet the criteria for the FLUM’s institutional land use category?

The significance of *Durant* in this Campus Plan case is that it offers a road map for the Commission’s assessment of whether the Wesley Campus Plan is consistent with the FLUM.

3. Wesley is selective in its textual analysis of Subtitle B, Section 200.2(j).

Based on the definitional standards for educational institutional use in *Subtitle B, Section 200.2 (j)*, the project is not consistent with the FLUM institutional land use categorization because it is a commercial venture that will dominate the occupiable space on the Wesley campus.

NLC and SVWHCA agree with two of Wesley’s conclusions in its rebuttal concerning the FLUM and the *Durant* case in this Campus Plan proceeding. First, we agree with Wesley that the FLUM designates the Wesley Campus for “institutional” use. Second, we agree with Wesley that *Subtitle B, Section 200.2 (j)* defines the “college or university institutional” use referenced in the FLUM institutional land use category.

Beyond those two points, Wesley’s analysis falls far short because it chooses to apply only selective parts of the *Subtitle B* regulation to make its case that its Campus Plan is “not inconsistent” with the FLUM. In full, *Subtitle B, Section 200.2 (j) (1)* defines the college/university education institutional land use as:

“An institution of higher educational or academic learning providing facilities for teaching and research, offering courses of general or specialized study leading to a degree, and authorized to grant academic degrees.”

Wesley conveniently ignores that this language links university land use to the institution's enrollment by indicating the use is intended for academic "study leading to a degree" for students who would be eligible to receive a degree following a course of study at that university.

Subtitle B, Section 200.2 (j) (2) specifies what these uses would be citing facilities that include "academic and administrative buildings," "sports facilities," "cafeterias," "dormitories," and "ancillary commercial uses."

The record in this case includes consequential testimony from both ANC 3E and NLC-SVWHCA that the Landmark building does not fit the definition of a "dormitory." Although Wesley continues to refer to the Landmark building in its rebuttal as a "dormitory," **Subtitle B, Section 100.2** defines the Landmark building as an "apartment." Because **Subtitle B** has no definition for a "dormitory," Webster's unabridged dictionary is the authoritative source, according to **Subtitle B, Section 100.1 (g)** of the Zoning Regulations. As even Wesley has acknowledged in this case, the Landmark building does not fit Webster's definition for a "dormitory."

The critical factor in this case is that the housing proposed by Landmark is for AU students, who will not be enrolled at Wesley and, therefore, will not be eligible to receive a degree from Wesley. Thus, the Landmark building fails to meet the standard for education institutional land use under **Subtitle B, Section 200.2(j)**.

The Landmark building also would not be permitted as an "ancillary commercial use" under **Subtitle B, Section 200.2 (j)** because there is nothing "ancillary" about Landmark's commercial use of Wesley's land. This case does not require the Commission to compare the Landmark project to ancillary commercial uses, as some Commissioners seemed to suggest at the May 12 hearing. At the hearing, some Commissioners seemed to suggest the Landmark building would be a more favorable

commercial use on a campus than multiple fast-food outlets, for example, that actually would be permitted by the Zoning Regulations.

Ironically, the language in *Subtitle X, Section 101* specifically limiting the size and type of ancillary commercial uses on a college or university campus applies to all colleges and universities in the District except for the Landmark building on Wesley's Campus. This is a consequence of Commission action in *Z.C. 24-09* approving a text amendment to *Subtitle X, Section 101* (the new *Subtitle X, Section 101.5*). **As a result of that action by the Commission, there would be no limits to the types or size of commercial activities on the site of the Landmark building as a matter-of-right, if Wesley's proposed Campus Plan is approved because none of the commercial limits in Subtitle X, Section 101 would apply.** As long as some housing is still provided in the Landmark building, these matter-of-right uses could include commercial activities that Commissioners seemed to find objectionable and could include large retail outlets, multiple fast-food franchises, or other commercial activities that would not necessarily be intended primarily to serve the university community.

4. The commercial component of Wesley's Campus Plan is not in harmony with the institutional uses permitted under Subtitle B, Section 200.2 (j).

What makes Wesley's Campus Plan egregious is that the commercial Wesley-Landmark AU-student apartment building will comprise nearly 73 percent of the occupiable space on the Wesley Campus. In this case, 73 percent of the occupiable space on Wesley's campus is committed to a commercial venture – not to the permitted uses cited in *Subtitle B, Section 200.2 (j)*. **The dominance of this commercial component in the Wesley Campus Plan is what makes it objectionable and inconsistent with the Zoning Regulations, the FLUM, and the Comprehensive Plan.**

Wesley asserts in its rebuttal that the description of the Landmark-Wesley building as a “commercial” venture is random because it relies on a Webster’s definition. As is the case with the word “dormitory,” the Zoning Regulations do not include a definition for the word “commercial.” The reliance on Webster’s to define the activity proposed by Wesley is not random, as Wesley suggested; it is mandated by ***Subtitle B, Section 100.1 (g)*** of the Zoning Regulations. The Landmark project is consistent with Webster’s definition of “commercial” which also mirrors the definition of commercial activity in ***18 U.S. Code, Section 31(a)(10)***.

As justification for its assertions, Wesley makes numerous references in its rebuttal to Commission action in ***Z.C. Case No. 24-09***. In that case, the Commission approved a text amendment which reportedly states that the “university housing” proposed by Wesley “shall not be subject to the commercial use restrictions” in ***Subtitle X, Section 101*** of the Campus Plan regulations. Not only is Wesley’s argument invalid, it is deceptive.

Wesley asserts that the approval of the text amendment (the new ***Subtitle X, Section 101.5***) does not concede the Wesley-Landmark building is a commercial enterprise. This contradicts OP’s own Report in ***Z.C. 24-09*** which stated:

“It seems Wesley has conceded that the ground lease to a private developer to construct and operate the dormitory which would include non-Wesley students is considered a commercial use and would not meet the requirements of Subtitle X, Section 101.3(b).”⁴

Wesley’s rebuttal reads as if the text amendment approved by the Commission in ***Z.C. 24-09*** explicitly declared that the Wesley-Landmark building was not a commercial venture. It does not.

Deliberations in ***Z.C. 24-09*** offer no hint of the Commission’s intent relative to the commercial issues raised by Wesley in its rebuttal. The Commission’s deliberations in ***Z.C. 24-09*** focused almost

⁴ Office of Planning Report, July 15, 2023, Z.C. Case No. 24-09, Exhibit 10, Page 4.

exclusively on Inclusionary Zoning (IZ). The only reference to the new *Subtitle X, Section 101.5* text amendment during the Commission’s deliberations was a brief discussion about changing the word “dormitory” to “university housing,” as recommended by ANC 3E. The Commission never even considered as part of its deliberations whether the proposed text amendment language was in harmony with the *Subtitle B* land use definitions or the Comprehensive Plan.

The Commission’s deliberations, however, on the *Subtitle C* IZ text amendment (the new *Subtitle C, Section 1006.10*) may offer a clue. The Zoning Regulations exempt colleges and universities from IZ requirements if the housing is limited to their own students and faculty. IZ applies to Landmark’s student apartment building because it houses students who are not enrolled and do not share in Wesley’s educational mission. In *Z.C. 24-09*, the Commission chose **not** to exempt Wesley from the IZ requirements that apply to commercial developments.

Wesley asserts in its rebuttal that including the Landmark building as a component of a campus plan automatically makes it an institutional use consistent with the FLUM. This is similar to its argument that any activity on a college campus is related to the university’s educational mission. By these standards, anything that Wesley proposes is consistent with the Zoning Regulations by virtue of being a component of a Campus Plan application. In other words, Wesley calls the balls and strikes and is the final arbiter of the Zoning Regulations.

Contrary to Wesley’s assertions in its rebuttal, the fact that student housing is generally permitted on a college campus does not mean that the Landmark building is not a commercial venture. Landmark’s role in this project (as developer, owner, and manager) and its objective (to target a non-Wesley audience) make this a commercial venture. As a commercial venture, the Wesley-Landmark building is not in harmony with the standards for institutional land use as defined by the FLUM.

5. Wesley's Comprehensive Plan assessment skips key provisions of the Land Use Element that are highly relevant to this case.

To compensate for the Campus Plan's inconsistency with the FLUM, Wesley offers a list of other significantly less relevant provisions of the Comprehensive Plan to argue that, on balance, the Campus Plan is not inconsistent with the Comprehensive Plan. Wesley, however, chooses to ignore the significant issues raised in the Comprehensive Plan's Land Use (LU) Element that are particularly applicable in this case. Wesley's Campus Plan is inconsistent with several provisions of the Land Use (LU) Element, including the following:

- LU – 2.1.5 which calls for supporting low density neighborhoods;
- LU – 2.3 which stresses that the District should maintain institutional land use compatibility with the surrounding residential neighborhoods and even references ***Subtitle X, Section 101.4*** of the Zoning Regulations as the means to “ensure land use compatibility;”
- LU – 2.3.1 which stresses that the District should prevent encroachment of inappropriate commercial use into residential neighborhoods;
- LU – 2.3.7 which stresses that institutions should ensure that their use conforms to the underlying zoning of the site, particularly to protect neighborhood interests in the future; and
- LU – 2.3.8 which states that the District should limit non-conforming uses by institutions, like the use proposed in this case by Wesley and Landmark.

Wesley also asserts that its proposal is a part of a “broader effort to right historical inequities in Rock Creek West” because of racially restrictive covenants that once limited access to land purchase

and housing. Again, Wesley’s generalized statements do not articulate a rational link with the evidence in this case. The Office of Planning (OP) has stated unequivocally in ***Exhibit 21*** and ***Exhibit 85*** that Wesley’s Campus Plan will have no impact on racial equity; will not increase minority home ownership in the Rock Creek West Planning areas; and will benefit no single racial or ethnic minority over another. In fact, OP has stated that white residents of the Rock Creek West area stand to benefit more from this proposal than any minority group.

Because of the number of AU students living on the Wesley Campus, the proposed Landmark building is likely to transform the Wesley majority minority community into a majority white community. A recent demographic and diversity report for American University ranks the school as “below average” in racial-ethnic diversity. More than 51 percent of the AU student population is white. Only 6.5 percent of the AU student population is Black or African-American. Hispanics comprise 11.5 percent of the student population and Asians comprise another 6.3 percent.⁵

This data was compiled by ***College Factual*** based on reporting by universities to the federal government and is intended to help students choose a college or university to attend.

6. Other Issues

Further Processing

After being unable to respond to questions under cross examination, Wesley included an expanded list of issues to be addressed at Further Processing as part of its May 23, 2025 submission. A review of the May 12 hearing transcript indicates the list is incomplete. The following issues should be added to the list of items for review during the Further Processing:

- Affordability of Landmark units (***Transcript Pages 68-69***);

⁵ “American University Diversity: Racial Demographics and Other Stats,” College Factual, CollegeData.com .

- Design issues related to noise (*Transcript Page 69*); and
- Stormwater Plan (*Transcript, Page 91*).

Based on this expanded list, NLC and SVWHCA contend Wesley's Campus Plan application is incomplete and not yet ready for final action.

Campus Security Plan

Although Wesley is seeking to delay review of a Security Plan until Further Processing, we believe security should be considered as part of the initial Campus Plan proceeding. The absence of a comprehensive security plan is an objectionable condition under *Subtitle X, Section 101.2* of the Zoning Regulations. The security plan is linked directly to the addition of a new 659-bed apartment building on the Wesley Campus that will house 7 times more AU students than Wesley students. A campus that now houses about 87 students would house 746 students. This does not even take into account the 80 percent of Wesley students who commute to the campus and the residents of the neighborhood and their children that will utilize facilities on the Wesley campus, including the new playground. A campus of this size requires a security plan that reflects the new security challenges facing university campuses, especially in the Washington, D.C. area. This is about ensuring the students and others using this campus are protected as well as insulating the surrounding property owners from any security issues that might occur as a result of their proximity to the Wesley Campus.

Inclusionary Zoning

The Commission announced at its May 12 hearing that no evidence would be submitted and no cross examination permitted on issues tied to Inclusionary Zoning (IZ) until Further Processing. The Commission never offered an explanation for this procedural action. IZ is such an intrinsic part of this case that the Commission's procedural action is perplexing. Such critical elements of a Campus Plan

are not usually delayed or delegated to Further Processing. How Wesley addresses the IZ issue is critical to the Commission's review of Wesley's Campus Plan proposal.

In announcing its decision to delay IZ to the Further Processing, the Commission did not cite any link to the text amendment approved as part of **Z.C. 24-09 (Subtitle C, Section 1006.10)**. The text amendment does not specifically delegate the IZ issue to a Further Processing, but only that it must be an "enforceable condition to the 2022-2035 Campus Plan further processing."

Absent any rationale for this action by the Commission, NLC and SVWHCA believe that IZ should be addressed as part of the Campus Plan process and not delayed to Further Processing.

Proposed Conditions

Wesley also submitted a revised set of conditions as part of its May 23, 2025 submission that were negotiated with ANC 3E. None of these revisions were shared with neighbors. Parties also were unable to review the revisions and cross-examine the applicant or ANC 3E about the revisions. Under cross examination, ANC 3D also said it was unfamiliar with all but one of the changes sought by ANC 3E. These conditions should be subject to additional review. NLC and SVWHCA take exception to the following conditions:

- Conditions Number 8 and 11 which address campus security should not be included until Wesley has submitted a Campus Security plan for consideration at a future hearing in this case.
- Condition Number 28 should be revised. Condition Number 28 enables only the ANCs to submit complaints about parking to Wesley with the expectation that some remedial action will be taken. This should be expanded to include neighborhood organizations participating in the Wesley Community Liaison Committee as well as residents within 200 feet of the property.
- Conditions Numbers 36 and 37 should be deleted as Wesley committed to discussing stormwater issues as part of Further Processing.

Wesley indicated at a May 5 CLC meeting that it would address neighbors' continuing concerns with many of the proposed Conditions. Instead, Wesley has submitted a revised set of conditions in its rebuttal that have not been discussed with neighbors or the parties in this case. It is yet another indication that the Wesley Campus Plan is still "under construction." We encourage the Commission to defer taking any action on the Conditions for this Campus Plan until the Further Processing to ensure neighbors and Wesley have more opportunities to resolve issues with many of the proposed Conditions.

7. Conclusion

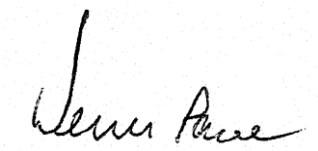
Wesley's rebuttal fails to address the key objections that NLC and SVWHCA have raised about the Wesley Campus Plan. The facts in this case demonstrate the following:

- The Zoning Regulations offer no basis for concluding that land use proposed in a Campus Plan is permitted (a) by virtue of its inclusion in a Campus Plan or (b) on the basis that the activity being proposed would take place on land owned by a college or university, as Wesley asserts in its rebuttal.
- Housing AU students on Wesley's Campus is unrelated to Wesley's educational mission making the Campus Plan inconsistent with ***Subtitle X, Section 101.4;***
- The dominance of the commercial Landmark venture as a component of the Campus Plan makes the Campus Plan inconsistent with the education institutional land use defined in ***Subtitle B, Section 200.2 (j);***
- Because the Campus Plan does not meet the land use definition standards in ***Subtitle B, Section 200.2 (j),*** Wesley's application is inconsistent with the FLUM institutional land use category;
- The combination of inconsistencies with the FLUM and the Land Use Element makes the Campus Plan, on balance, inconsistent with the Comprehensive Plan; and

- Despite three years of planning and hearings before the Zoning Commission, many elements of the Wesley Campus Plan are still “under construction” making Wesley’s application not yet ready for Final Action.

For all these reasons, NLC and SVWHCA call on the Commission to defer final action or reject the Wesley Campus Plan. Thank you for the opportunity to respond to Wesley’s rebuttal.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Paul", is positioned above the typed name.

Dennis Paul, President
Neighbors for A Livable Community

S/William F. Krebs
DC Bar No. 960534
Interim President and Counsel
Spring Valley-Wesley Heights Citizens
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CERTIFICATE OF SERVICE

We hereby certify that the foregoing document was delivered via electronic mail on May 30, 2025 to the following:

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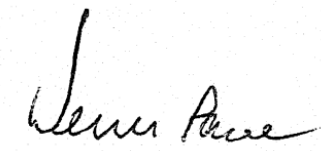
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