

**MEMORANDUM OF UNDERSTANDING**  
**(Construction Management)**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 21<sup>st</sup> day of November, 2025, by and between The Wesley Theological Seminary of the United Methodist Church (“Seminary”) and LCD Acquisitions, LLC (“Landmark”) (collectively, “Wesley”), Neighbors for a Livable Community (“NLC”) and Spring Valley-Wesley Heights Citizen’s Association (“SVWHCA”) (collectively, “NLC/SVWHCA”), and Advisory Neighborhood Commission 3E (“ANC 3E”).

WHEREAS, The Zoning Commission approved the Seminary’s Campus Plan in ZC Case No. 23-08(1);

WHEREAS, The Seminary has filed an application for Further Processing (ZC Case No. 23-08A) of its approved Campus Plan, including the construction of the new university housing and all related campus plan and public space improvements (“Project”);

WHEREAS, Wesley, NLC/SVWHCA, ANC 3D and ANC 3E hereby seek to address issues and concerns regarding construction of the Project;

WHEREAS, Wesley will engage a fully licensed and insured general contractor (“Contractor”) and will require that the Contractor and all subcontractors adhere to the terms and conditions of this MOU;

WHEREAS, The Parties have met regularly over many months to discuss these issues and concerns, and as a result of these discussions, have reached a mutual understanding and resolution on the material issues and concerns; and

WHEREAS, The Parties enter into this MOU to confirm understandings and agreements between them regarding the Project (demolition and construction activities).

NOW, THEREFORE, in consideration of the foregoing recitals (which are a material party hereof) and in consideration of the mutual promises of the Parties hereto and other good and valuable consideration it is agreed as follows:

**1. Communication.**

a. Wesley will establish a neighborhood Construction Management Committee (“CMC”) to discuss ongoing issues during the construction phase of the Project. The CMC will meet a minimum of one (1) month prior to the Contractor mobilizing to the site and no less than on a monthly basis thru the duration of the demolition and construction phase. Representatives will include an ANC Commissioner for ANC3E and ANC3D, officers of NLC and SVWHCA, the Contractor and Wesley; and any interested neighbors living within a two-block radius of the site and who live on University Avenue or in the 4700 block of Quebec Street, 4600 blocks of Tilden, Sedgwick, and Rodman Streets, and the 3800 block of 45th Street.

b. Wesley will designate a representative to be the key point of contact during the period of construction (“Representative”). Any time construction activity associated with the Project is occurring, the Representative or his/her designee shall be available onsite, by telephone, or by email to receive communications from the residents of the surrounding community. Prior to the start of construction, contact information for the Representative or his/her appointed designee will be provided to members of the community, posted onsite, and posted on the Seminary’s website. In addition, Wesley will also provide a telephone number to contact in case of emergency during hours in which no construction activity is occurring. The Representative and emergency contact(s) shall document and promptly respond to all communications received from members of the community.

## **2. Work Hours.**

Construction hours will be limited to Monday through Friday from 7:00 AM until 5:00 PM ET and on Saturdays from 8:00 AM until 5:00 PM ET, as needed to maintain the project schedule in consultation with the CMC. These work hours shall apply to all exterior work. Interior work that does not create noticeable noise may continue until 7:00 PM ET on weekdays and on any Saturday from 8:00 AM to 5:00 PM ET. No construction activity will occur on Sundays or holidays unless supported by ANC 3E and CMC and an After Hours Permit is issued by the District of Columbia Department of Buildings, Permit Operations Division.

## **3. Traffic Management and Parking.**

a. All access and egress to the construction site will occur from Massachusetts Avenue entrance with the exception that construction cranes and tractor trailers will exit the site via the existing driveway making a right turn only on University Avenue to Massachusetts Avenue. Construction traffic will follow the DDOT approved truck route to and from Massachusetts Avenue. No construction traffic will be permitted on any other streets in Spring Valley or AU Park.

b. Tractor trailer deliveries will include, but are not limited to, solder piles for sheeting & shoring, construction crane, concrete rebar, brick and block, soil media for green roof, glazing systems, façade panels, and mechanical equipment. The CMC will be notified in advance of anticipated tractor trailer deliveries as the phases of construction require.

c. No construction traffic will be permitted on any other streets in Spring Valley or AU Park. The construction will not impede pedestrian or motor vehicle traffic flow on any neighborhood streets or sidewalks unless after timely notice by the Seminary to ANC 3E, ANC 3D, and officers of the NLC and SVWHCA.

d. No new access to the construction site will be created from University Avenue, except the existing curb cut and driveway to the Old President’s House which will be utilized 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 the Community Playground.

e. Queuing of construction related vehicles will not occur at any time on University Avenue or other adjacent neighborhood streets.

f. All deliveries of project related materials, construction, or otherwise, will occur only during the Work Hours specified in Section 2.

g. Construction employees, contractors, and subcontractors will by contract be prohibited from parking, standing, or idling on residential streets, subject to contractual penalties or termination. The Contractor will secure offsite parking for all construction personnel and provide shuttle services as necessary. The Contractor will encourage the use of public transportation and carpooling by construction personnel during the course of the Project.

#### **4. Site Management.**

a. The Contractor will erect and maintain temporary 6' tall, construction fencing with dark colored mesh screening (no logos or verbiage permitted) and barricades in order to secure the construction site and will maintain temporary storm water management systems throughout the period of construction until such time as the permanent facilities are constructed, approved, and operational to prevent adverse water impacts on the adjacent neighborhood. As required, all Storm Water Management systems will be coordinated with American University.

b. All trenches (on and off site) must either be filled or covered with steel plates at the end of each workday; no trenches are permitted to remain open overnight.

c. All construction materials and equipment will be stored and secured on campus at the construction site. A preliminary Site Utilization Plan will be shared with the CMC prior to the Contractor mobilization and the start of any demolition and construction activities. All deliveries of equipment, or construction materials will only occur during construction hours unless otherwise approved by the CMC.

d. A minimum amount of lighting, directed away from residential properties, will be provided at the construction site. These lights will be sufficient to provide necessary security and to comply with District of Columbia and OSHA safety standards.

e. The Contractor will be required to maintain a clean work site and surrounding public streets including removal of trash, mud, and debris from construction activities during construction hours.

f. The Contractor agrees that the wheels of all dump trucks, concrete trucks, and other construction trucks will be washed down prior to leaving the construction site in accordance with DOEE and DDOT standards and guidelines. Sealed or covered vehicles will be used to transport building materials to the construction site and to remove and dispose of waste or construction debris.

g. The Contractor will implement a rodent control plan one (1) month prior to demolition or construction activities commencing and include placement of rodent traps around the perimeter of the construction site and around other campus buildings on campus. Rodent traps will be replaced on a monthly basis thru the duration of the demolition and construction phase.

h. Vehicular and pedestrian directional and safety signage will be provided. Site access points will be clearly marked, and a permit board including jobsite safety protocols and contact information will also be provided onsite.

i. Construction trailers will be located within the construction site and screened from adjacent residential property

j. All sani-johns will be located within the construction site will be screened with temporary 6' tall construction fencing with dark color mesh fabric (no logos or verbiage permitted) or some other means per the final Site Utilization Plan. This screening is in addition to the perimeter construction fence. Sani-johns must be placed a minimum twenty-five (25') feet away from the public ways or sidewalks. Sani-johns will be kept clean and serviced on a minimum weekly basis during construction hours.

## **5. Contractors and Subcontractors.**

a. The Contractor will require that all contractors and subcontractors be contractually required to follow the terms of, and comply with, the policies set forth in this MOU.

b. The playing of loud music is prohibited inside any building, outside any building, on the construction site, and on Seminary's campus. For the purposes of the Section "playing of loud music" shall include transistor radios, CD players, 8-track players, tape players, portable music players, MP3 players, iPods, iPads, cell phones, televisions, and similar items.

c. The Contractor will specify a central location on the construction site away from University Avenue for construction personnel to take breaks and eat lunch with sufficient trash receptacles to prevent debris from migrating across the site and/or onto adjacent properties.

d. Worker Conduct: All construction personnel and individuals under contract or control of the Contractor are to conduct themselves in a respectable manner consistent with the environment of the WTS's operations. No lewd or distasteful clothing, language, partial nudity or inappropriate actions will be tolerated. No fraternization with staff, students, residents, or neighbors will be allowed. Wesley reserves the right to order dismissal of any personnel or individuals violating the above under a zero-tolerance policy.

### **e. Security Badge System and Identification:**

(i) Wesley will require the Contractor to maintain a master list of the names of all construction personnel either directly employed by the Contractor or in the employ of any subcontractor who will be present onsite. This list shall be updated on a regular basis.

(ii) Wesley will require the Contractor to implement a security badge system for all construction personnel onsite. This system shall include either stickers on hard hats or clip on badges with an ID number corresponding to a master list that indicates the worker's name and company. Construction personnel who do not display security badge identification will be removed from the site until properly registered and/or wearing badges.

(iii) Prior to working onsite, all construction personnel will undergo a project orientation that includes a review of this MOU.

## **6. Construction.**

a. The Contractor will not use piledrivers during the sheeting and shoring phase of construction and will pursue alternative drilling measures as much as feasibly possible. Upon verification that drilling is not feasible, the Contractor will provide advance notice to ANC 3E, ANC 3D, NLC/SVWHCA, and the CLC about the timing and duration of any such pile driving and will take all reasonable measures to mitigate noise impact, and will respond promptly to community concerns conveyed regarding noise that exceeds the legal limits, and undertake prompt action to address the problem. In the event the Contractor encounters substantial rock during excavation, the Parties will be notified and excavation will proceed using all commercially reasonable methods to minimize noise and vibration. The sheeting and shoring has not been designed, but it is anticipated there will be approximately 110 soldier piles installed for the sheeting & shoring. Based on the Geotechnical Report, it is anticipated that 25% of the soldier piles will be drilled through rock at the northeast corner of the building varying from a few feet to 14' of rock.

b. The following comprises the anticipated 24.5-month construction schedule approximate durations but are subject to change.

- (i) Demolition, Sheeting & Shoring, and Excavation: three (3) months
- (ii) Foundations: two (2) months
- (iii) Concrete Structure: eight (8) months
- (iv) Exterior Building Envelope: four and one half (4.5) months
- (v) Interior Finish Work: seven (7) months

c. Contractor will implement dust control measures including, but not limited to, watering structure and debris during demolition activities, watering site during excavation activities, and installing mesh screening on perimeter construction chain link fence.

## **7. Compliance with Applicable D.C. Building Code Provisions.**

Contractor will maintain a decibel meter onsite at all times to monitor compliance with the maximum 60 dB level allowed twenty-five feet (25') from the edge of the site per DCMR Title 20 Chapter 29 (as amended). If decibel levels are exceeded, the Contractor will identify the source and alleviate the problem as soon as possible.

## **8. Protection of Landscaping.**

a. Contractor will protect all street trees adjacent to the Site that are to remain post-construction in accordance with the DDOT Urban Forestry permit.

b. Contractor will repair and/or replace in kind any plant or tree located on abutting properties sustaining damage as a result of the Project, as determined by DDOT Urban Forestry.

**9. Protection of Adjacent Properties.**

Contractor will protect, adjacent/adjoining properties and vehicles from Contractor's construction activities excluding work performed by public utility companies. Contractor will receive complaints from the neighborhood Parties on protection issues; complaints will be resolved by mutual agreement.

**10. Plan Violations, Enforcement and Fines.**

Wesley and Contractor will ensure that the Project is managed in accordance to both this MOU and DOB and other D.C. agency regulations. Wesley will impose punitive measures on its Contractor for lack of adherence to this MOU. The penalties will be imposed and administered by Wesley. Violations will be reported to the neighborhood Parties.

**11. Improvements and Repair to Damage to Adjacent Streets and Sidewalks.**

- a. To the extent allowed by DDOT, and other DC regulators:
- b. Wesley shall be responsible for the prompt repair of any damage to adjacent road and/or sidewalk surfaces that creates unsafe conditions caused by its construction activities (exclusive of normal wear and tear and general public use of such street and/or sidewalk).
- c. Wesley agrees that after construction of the Project is complete that it will restore any damaged adjacent roadway and/or sidewalk surfaces to its pre-construction condition, to the extent that damage is caused by its construction activities.

**12. Environmental Issues.**

- a. 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.
- b. 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, NLC/SVWHCA, and the Community Liaison Committee.

**13. Log of Neighbor Complaints and Concerns**

The Seminary will require the Contractor to maintain a log of complaints and concerns made by neighbors and other members of the public and make the log available for review at all

times by the CMC, ANC 3D, and ANC 3E. The Seminary will forward to the Contractor a record of any complaints or concerns communicated to them or to its officers, trustees, employees, or agents so that such complaints or concerns can be addressed and included in the log maintained by the Contractor.

**14. ZC Application No. 23-08A.**

a. If Wesley does not receive approval for its ZC Application then this Agreement will terminate.

b. If Wesley receives approval for its ZC Application, but chooses not to move forward with the construction of the university housing approved in its ZC Application then Wesley may terminate this MOU by providing written notice to the Parties.

**15. Modification.**

No modification of this MOU shall be valid unless made in writing and duly executed by authorized representatives of the Parties. Landmark may transfer or assign this MOU to an affiliate of Landmark and to other successors and assigns.

**16. Dispute Resolution and Enforcement.**

a. The Parties acknowledge that this Agreement is being adopted by Wesley for the benefit of the community and is an agreement between Wesley and the organizations listed below as signatures. The Parties intend that if concerns or disputes arise, these concerns and disputes should be addressed collegially to the maximum extent possible, and the Parties anticipate that such collegial efforts will be successful.

b. The Parties agree to attempt to resolve any disputes between them which arise under, or involve the subject matter of, this Agreement without resort to litigation by first submitting the dispute to a mediator selected by the American Arbitration Association. In the event that such mediation is unsuccessful, the Parties agree that a signatory may, if it deems the matter particularly serious and if collegial efforts have resulted in appropriate relief, pursue the legal and equitable remedies normally available to any party to an agreement including that the dispute may be resolved in accordance with the rule of the American Arbitration Association in the District of Columbia and that any decision rendered pursuant to such rules shall be binding upon the parties and may be entered as a judgment in any court of competent jurisdiction.

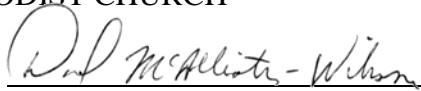
**17. Counterparts.**

This MOU may be executed in counterparts and via original or facsimile signature.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed the day and year first written above.

THE WESLEY THEOLOGICAL  
SEMINARY OF THE UNITED  
METHODIST CHURCH

By:   
Name: Rev. David McAllister-Wilson  
Title: President  
Dated: November 21, 2025

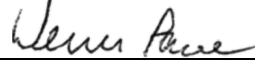
LCD ACQUISITIONS, LLC

By:   
Name: W. Christopher Hart  
Title: Authorized Signatory  
Dated: November 21, 2025

~~ADVISORY NEIGHBORHOOD  
COMMISSION 3E~~

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_~~

NEIGHBORS FOR A LIVABLE  
COMMUNITY

By:   
Name: Dennis Paul  
Title: President  
Dated: November 20, 2025

SPRING VALLEY-WESLEY HEIGHTS  
CITIZENS ASSOCIATION

By: s/William F. Krebs  
Name: William F. Krebs  
Title: Interim President  
Dated: November 20, 2025



IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed the day and year first written above.

THE WESLEY THEOLOGICAL  
SEMINARY OF THE UNITED  
METHODIST CHURCH

LCD ACQUISITIONS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

ADVISORY NEIGHBORHOOD  
COMMISSION 3E

NEIGHBORS FOR A LIVABLE  
COMMUNITY

By: \_\_\_\_\_  
Name: **Jonathan Bender**  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Digitally signed by Jonathan Bender  
DN: cn=Jonathan Bender, o, ou,  
email=jbender@ibusinesslawye  
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Date: 2025.11.21 00:03:06  
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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

SPRING VALLEY-WESLEY HEIGHTS  
CITIZENS ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_