

NEIGHBORS FOR A LIVABLE COMMUNITY

Washington, D.C. 20016

SPRING VALLEY • WESLEY HEIGHTS

Citizens Association

WASHINGTON, D.C.

July 22, 2024

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

Re: Zoning Commission Case No. 24-09: Wesley Theological Seminary Text Amendments

Dear Chairman Hood and Members of the Commission:

Neighbors for a Livable Community (NLC) and the Spring Valley-Wesley Heights Citizens Association (SVWHCA) respectfully submit this letter to express our deep concern that the Office of Planning (OP) Set Down Report in the above referenced case contains multiple factual errors – inconsistent with the comprehensive record of Z.C. Case No. 23-08 and 23-08(1) (Wesley Campus Plan and PUD) – that are the basis for OP’s recommendation in its Set Down Report. We believe these errors to be unusual for OP, but so egregious as to warrant being included as part of the record in this case.

A sampling of these errors follows.

1. OP states (*Page 2, OP Set Down Report*) that *Subtitle C, Section 1001.6 (c)* (IZ Zoning Regulations), which exempts colleges and universities from the IZ mandate, does not “contemplate” a “situation” such as that proposed by Wesley in which housing on Wesley’s campus would be used to house students primarily from another institution. Indeed, the current regulations clearly “contemplate” this “situation.” Current rules state the exemption would apply for “housing developed by or on behalf of a local college or university **EXCLUSIVELY** for its students, faculty, or staff.” The use of the word **“exclusively”** as a qualifier meets the legal threshold to show the “situation” proposed by Wesley was indeed contemplated and rejected as part of the 2016 ZRR – that an exemption is only warranted for campus housing that is exclusively limited to the students, faculty, and staff enrolled at that university. OP seems to be rewriting the record of the 2016 ZRR to justify Wesley’s proposed IZ text amendment.

2. OP states (*P. 9 and 12, OP Report*) that approval of the text amendments would enable Wesley to “remain open.” The record in *Z.C. Case No. 23-08 and 23-08(1)* indicates the viability of the institution is **not** in question. In fact, Wesley has provided no supporting evidence to suggest that its viability is in question. As the record shows, Wesley has testified in that it **may** consider relocating from its current site, but that its continued existence as an educational institution is not at risk if the Landmark student apartment building on Wesley’s Campus is not approved by the Commission. Instead, Wesley is asking the Zoning Commission to amend the existing regulations – not so the organization will survive – but to “thrive” – without providing any supporting documentation on what “thrive” might mean for the institution and its future.

3. Making specific reference to the Spring Valley-Wesley Heights Citizens Association (*Page 11, OP Report*), OP summarizes the “main concerns” that have been expressed by the community about the Landmark commercial student apartment building at issue in this case. OP neglects to mention the major concern that has been raised both by NLC and the SVWHCA: that Wesley is seeking to use university property (otherwise zoned residential in a primarily residential area) for commercial purposes specifically not permitted under the Zoning Regulations. As the record in *Z.C. Case No. 23-08 and 23-08(1)* (and *Z.C. 22-13, the Campus Plan case that preceded it, but that was withdrawn at the direction of the Zoning Commission*) demonstrate, the commercial use of university property has been the dominant issue we have raised in this case for more than two years. This omission is particularly significant in that the text amendment proposed by Wesley, which is the subject of the OP report, is intended to circumvent the existing limitations on the commercial use of residentially zoned land by institutions in the neighborhood – and by doing so, in this case, would set a precedent in future cases applicable to all institutions in the city even if the current Commission and OP might suggest otherwise.

4. OP states (*P. 7, OP Report*) that “Wesley’s mission promotes racial equity.” Wesley states its mission as follows: *“The mission of Wesley Theological Seminary is to equip persons for Christian ministry and leadership in the church and the world, to advance theological scholarship, and to model a prophetic voice in the public square.”* Wesley has indicated its commitment to racial diversity, which we applaud and embrace; but it is important to note that the institution does not exist for the purpose of promoting racial equity contrary to the assertion made by OP.

5. OP states (*P. 19, OP Report*) that the Wesley Campus “is within the boundaries of ANC 3D and is across from ANC 3E.” Like American University, the Wesley Campus falls **solely and completely** within the boundaries of ANC 3E and is located adjacent to ANC 3D.

We want to add some additional concerns.

1. OP states (*Page 17, OP Report*) that Wesley’s affordable housing commitment will be covered in a “private agreement with the ANC and community to provide off-site affordable housing.” OP provides no additional information about the “private agreement” or any analysis of whether it meets IZ requirements. In fact, it seems outrageous that OP would agree that something this important would be handled outside of DC government and by an ANC with no history of administering such an agreement and lacking in enforcement authority. It seems stunning that OP did not seek input from the DC Department of Housing and Community Development

(DHCD) as part of its Set Down Report suggesting that set down may be premature. These concerns are exacerbated by OP's statement (**Page 19, OP Report**) that the application, if set down, as we expect the Commission to do, would be referred to DDOE, FEMS, and DDOT, but OP again omits DHCD. DHCD should review this application given that one of the proposed text amendments is specific to Inclusionary Zoning and DHCD manages the IZ Affordable Housing Program. OP ignores, however, that the text amendment under consideration would exempt Wesley and Landmark, a private developer, from complying with any affordable housing requirements. Despite its thorough racial equity analysis, the OP report falls short of any analysis of whether the text amendment or the private agreement will help to advance the city's affordable housing goals.

2. The OP report makes many references to the affordable housing goals for the Rock Creek West Planning Area, but it fails to provide any information on the demographic profile of American University (AU), whose students will comprise the vast majority of residents of the proposed apartment building. Statistics cited in the record of **Z.C. 23-08 and 23-08(1)** indicate that AU students are predominantly upper middle class, white, and mirror the overall composition of the surrounding neighborhoods. So, how will the Mayor's affordable housing goals be advanced if the student residents are upper white middle class and if the affordable housing provisions are contained in a "private agreement?"
3. OP points out (**Page 11, OP Report**) that neighbors have expressed concern about the lack of coordination between Wesley and AU. The report, however, is silent on the potential impact of the text amendments on AU, whose students would be housed by a private developer on the Wesley Campus without any involvement of AU, which stands to lose significant housing revenue from its own students as a consequence of Zoning Commission action to facilitate Wesley's ability to "thrive."
4. OP notes (**Page 19, OP Report**) that "there are no responses to the proposed text amendment in the record." However, OP omits the fact that NLC and SVWHCA sent a joint letter to OP on June 10, 2024 detailing our concerns with the proposed text amendments. We have attached that letter for your information.

Finally, we wish to acknowledge some important conclusions reached by OP in its report that validate concerns that have been raised by the community about Wesley's proposed project. These are as follow:

1. OP states (**Page 4, OP Report**) Wesley "has conceded" that the Landmark student apartment building would be "considered a commercial use" on its campus "and would not meet the requirements" of the existing zoning regulations.
2. OP states (**Page 8, OP Report**) that "no one racial or ethnic minority group are likely to benefit more than any other racial or ethnic group" from the new Landmark student apartment building "given the demographic profile of the Rock Creek West Planning Area and the composition of the Wesley student body, faculty, and other employees."

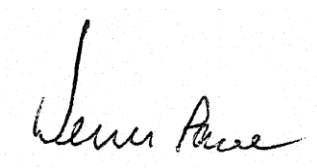
3. OP concludes (*Page 14, OP Report*) that the Landmark student apartment building does nothing to promote increased long term home ownership in the Rock Creek West Planning Area for non-white households.

Creating more affordable housing in the Rock Creek West Planning Area is a high priority for the city. Wesley has promoted its deal with Landmark to build a student apartment building as a means to create more affordable housing opportunities. For some in the community, this has seemed more of a talking point than fact-based. The OP report seems to confirm this skepticism.

We believe strongly that planning decisions should be based on precise data and analysis. The OP set down report in this case offers very valuable and insightful information as part of its Racial Equity Analysis. The report falls short by misstating the Wesley Campus Plan and PUD case record to conclude the proposed text amendments are “on balance” consistent with the Comprehensive Plan. In doing so, OP’s cursory approach puppets the argument made by the applicant – without providing any supporting documentation in this or from related case records (*Z.C. Case Nos. 23-08 and 23-08(1)*) – that these precedent-setting text amendments are necessary for Wesley to “thrive in place.”

We will submit testimony if the case is set down. In the meantime, thank you for the opportunity to share these views at this time.

Sincerely,



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
Association
Counsel, Neighbors for a Livable
Community

CC: Anita Cozart, Office of Planning
Jennifer Steingasser, Office of Planning
Maxine Brown-Roberts, Office of Planning

Attachment

ATTACHMENT

**JUNE 10, 2024 LETTER
TO
OFFICE OF PLANNING
FROM
NEIGHBORS FOR A LIVABLE COMMUNITY (NLC)
AND
THE SPRING VALLEY – WESLEY HEIGHTS
CITIZENS ASSOCIATION (SVWHCA)**

**RE: SET DOWN REPORT FOR WESLEY
THEOLOGICAL SEMINARY TEXT AMENDMENTS**

NEIGHBORS FOR A LIVABLE COMMUNITY

Washington, D.C. 20016

SPRING VALLEY • WESLEY HEIGHTS

Citizens Association

WASHINGTON, D.C.

June 10, 2024

Ms. Jennifer Steingasser
D.C. Office of Planning
1100 4th Street SW
Suite E650
Washington, D.C. 20024

Re: Wesley Theological Seminary Petition For Text Amendments to Subtitle C and Subtitle X

Dear Ms. Steingasser:

Neighbors for a Livable Community (NLC) and the Spring Valley – Wesley Heights Citizens Association (SVWHCA), a joint party in related Z.C. Cases No. 23-08, 23-08(1), and 22-13, have conducted an initial review of the petition filed on May 30, 2024 by Wesley Theological Seminary proposing two text amendments to **Subtitle X, Chapter 1** (Campus Plans) and **Subtitle C, Chapter 10** (Inclusionary Zoning) of the 2016 Zoning Regulations. Based on this review, NLC and SVWHCA believe the Wesley petition is (1) legally insufficient; (2) a misuse of the text amendment process; (3) not consistent with District policies; and (4) not consistent with the Comprehensive Plan. **NLC and SVWHCA strongly urge the Office of Planning (OP) to reject the petition in its current form and to recommend to the Zoning Commission that Wesley’s petition not be set down for a public hearing.**

At the core of Wesley’s petition are Campus Plan and PUD applications requesting zoning permission for Landmark Properties, a commercial developer, to build and operate a student housing project that Landmark describes as a “luxury student apartment building” to house American University (AU) students on Wesley’s Campus. The Zoning Commission has raised objections to the project after multiple hearings over the last two years on the basis that the Landmark project does not conform to the Campus Plan or the PUD regulations. NLC and SVWHCA have argued that the Landmark housing project is a commercial operation and unrelated to Wesley’s mission and, thus, not permitted under the Campus Plan or PUD rules.

In filings with the Zoning Commission, OP has supported the Landmark project and argued that it is consistent with the current Campus Plan and PUD regulations. Wesley, itself, has stated in its May 30 petition that the proposed housing is not a commercial activity (because it is a dormitory) and that it

is related to its educational mission. If Wesley believes the project is consistent with existing regulations, as it asserts in its petition, why are they now petitioning for text amendments? Since Wesley is proposing these text amendments, does that mean that Wesley is now acknowledging that the Landmark student residence building is not an allowable land use under the existing code? Has OP altered its view that the project is consistent with the current rules?

These are among the questions that OP should address as part of its review of the Wesley text amendment petition.

1. Wesley's Petition Is Legally Insufficient

Subtitle Z, Chapter 3, Section 305.5 of the 2016 Zoning Regulations requires Wesley to provide a statement of the “purposes and objectives” of the text amendment proposal for the purpose of understanding the “implications of the proposed changes.” Rather than providing detailed information to demonstrate the “implications” of the proposed changes, Wesley makes four assertions that the text amendments will (1) address on-campus housing demand; (2) provide economic benefits, including “substantial” new tax revenues; (3) alleviate pressure on the local housing market; and (4) support Wesley's growth.

Assertions are not facts and Wesley fails to support its assertions with any documentation or evidence that would enable OP, the Zoning Commission, or the public to assess the implications of its proposal, as required under Subtitle Z, Section 305.5.

Wesley also justifies its proposed text amendment to **Subtitle C, Chapter 10** (Inclusionary Zoning), which would exempt Wesley from the IZ requirements of the 2016 Zoning Regulations, by stating that it will provide IZ support in the amount of \$8 million to an undesignated entity. Wesley's petition fails to provide any documentation to demonstrate the \$8 million is sufficient to meet its IZ requirements. How does the \$8 million contribution compare to what Landmark would be otherwise required to provide in IZ support to comply with the existing regulations? More detailed information is important because Wesley relies on its vague \$8 million proposal to support its text amendment proposal.

2. Wesley's Petition Is A Blatant Misuse of the Text Amendment Process

Wesley states in its May 30 petition that the goal of the petition is to “allow approval” of a new student apartment building to be developed, owned, and operated by Landmark Properties on the Wesley campus to lease housing to AU students. Wesley's proposed text amendments are not intended to respond to new conditions affecting university campuses, but rather to provide regulatory relief – akin to a variance.

Wesley can point to no shortcoming in the existing regulations except that the Landmark project cannot be approved because it not a permitted land use under the current regulations. The text amendments are being proposed only because Wesley has entered into a partnership with a commercial developer to provide housing on the Wesley campus for AU students that is not permitted under existing Campus Plan and IZ regulations.

Wesley states the text amendments are necessary to respond to the “unique circumstances” of its zoning case. A zoning case in which the proposed land use is not permitted by the Zoning Regulations does not constitute “unique circumstances.” With its text amendment proposals, Wesley is trying to circumvent existing zoning regulations. **It is a blatant misuse of the text amendment process for Wesley to decide it does not need to exempt one institution from the city’s zoning regulations because that institution finds the rules inconvenient.**

The proposed text amendments are just another attempt to do an end-run around the existing regulations – no different than Wesley’s PUD application was intended to circumvent the existing limits in the Campus Plan rules. Wesley’s proposed text amendments are not applicable to other universities in the District, but could be cited as a precedent in future land use cases. If approved, the text amendments will set a dangerous precedent in future land use cases. The text amendments will benefit a commercial developer by enabling that developer to enter the student housing marketplace in the District and compete directly with AU for AU’s student market. The text amendments would grant Landmark access to the land of another institution (e.g. Wesley Seminary) through Wesley’s Campus Plan to tap the AU student housing market that is the subject of AU’s Campus Plan. This commercial developer will not be subject to **any** of the commercial limits that would be in place and applicable to any other university campus in the city.

Under the proposed text amendment, Landmark also will be able to avoid the full scope of IZ mandates that it would otherwise be required to meet under the existing zoning rules.

Holding a public hearing on Wesley’s petition validates using the text amendment process as a mechanism or option for universities to use in their future to manage their growth rather than developing Campus Plans that are guided and limited by the Zoning Regulations. Why have zoning rules when the text amendment is used in such an inappropriate way. Such misuses of the text amendment process will open the door for any applicant in the city (not just universities) to cite a desire to “thrive” – or to threaten to relocate (as Wesley has done throughout the hearing process) – as a justification for seeking special land use treatment via a text amendment **without** providing any documentation or evidence to support their claims.

3. Wesley’s Text Amendments Are Not Consistent With District Policies

As drafted, Wesley’s proposed text amendments would exempt Wesley and Landmark from the on-campus commercial limits established in **Subtitle X, Chapter 1** (Campus Plan) rules and the requirements of **Subtitle C, Chapter 10** (Inclusionary Zoning) rules.

A. Campus Plan Text Amendment

The Zoning Commission saw fit to expand the commercial restrictions on a university campus as part of the 2016 Zoning Regulations when the Commission added Section 101.4 to the Code. It is precisely this section that has been at issue in the Wesley zoning cases. Section 101.4 states:

“The campus plan process shall not serve as a process to create general commercial activities or developments unrelated to the educational mission of the application or that would be inconsistent with the Comprehensive Plan.”

Wesley has argued the Landmark student residence is a dormitory and, therefore, cannot be a commercial operation because it is a permitted use on the campus. Landmark describes its project as a “luxury student apartment building” because of the enhanced amenities that will be available. **Whether the building is considered a “dormitory” or an “apartment building” is irrelevant to whether the land use is a commercial enterprise.** Landmark’s proposal to build student housing on the Wesley campus – whether labeled a dormitory or an apartment building or a residence hall – makes Landmark’s operation a commercial enterprise.

By arguing that a dormitory is a permitted use on a college campus and, therefore, not commercial, Wesley ignores the fact that the Campus Plan rules allow commercial uses on a campus – but only within specifically designated limits. Wesley’s text amendment proposal would circumvent those limits by seeking an exemption to **all** the commercial limits within the Campus Plan rules. The primary objective of these limits is to ensure land uses that are compatible and that protect surrounding residential neighborhoods.

Providing this type of precedent-setting exemption to Wesley in the Campus Plan rules has the potential to undermine the existing limits on commercial land uses on all university campuses that are located within primarily residential neighborhoods. This broad exemption will rob nearby residential landowners of the protections that currently exist in the zoning rules for land uses on a college campus—limits that are supported in the Comprehensive Plan Land Use and Education Elements. If approved, the text amendments would strip the community of any opportunity to have input on the wide range of commercial uses that could be introduced at the Wesley property.

The text amendments would limit even the Zoning Commission’s capacity to guard against the type of land uses on a college campus it determined in 2016 would not be appropriate (e.g. “general commercial activities and developments unrelated to the educational mission of the applicant”) when the 2016 Zoning Regulations were amended to add **Subtitle X, Section 101.4** to the Zoning Regulations.

B. IZ Text Amendment

Wesley’s proposed IZ text amendment is not necessary.

Subtitle C, Chapter 10, Section 1006 already provides a mechanism for Wesley to meet its IZ requirement off-site. Likewise, **Subtitle C, Chapter 10, Section 1007** of the existing regulations also provides a process for Wesley to seek relief in the form of a variance from the city’s IZ requirements. These provisions were included in the zoning regulations to provide some flexibility for applicants who may be unable to comply with all the existing rules. They ensure an orderly process for review to determine if an applicant has met the standards for such flexibility. Wesley has not sought a variance from the IZ rules. Instead, the proposed text amendment short-circuits the existing policies and procedures in the 2016 Zoning Regulations.

Wesley seems to try to cushion the impact of its proposed text amendment by offering \$8 million for an off-site IZ project – funds that Wesley has indicated will be paid by Landmark. The \$8 million IZ proposal is not part of the text amendment and will be subject to future considerations if the text

amendment is eventually approved by the Zoning Commission. Yet, it still warrants close examination as part of OP's review at this stage of the text amendment process precisely because Wesley uses the \$8 million IZ offer to justify the text amendment that would relieve Landmark of all IZ obligations.

Wesley now opines in its petition that the \$8 million is the "estimated value of the IZ support" that would have been available at the new Landmark building. However, Wesley has advised neighbors that the \$8 million represents the construction cost savings by reducing the amount of proposed on-site parking at the new Landmark student residence building. Neither Wesley nor Landmark have shared any information about the finances of the building, so it is difficult to determine with precise accuracy whether the \$8 million truly reflects the value of the IZ support that would be required under the current IZ rules. Any analysis of the implications of the text amendments is incomplete without assessing whether the \$8 million contribution reflects what Landmark (and Wesley) would otherwise be required to commit as part of the current regulations.

Despite Wesley's claims of a commitment to affordable housing, Wesley's vague IZ proposal cannot point to a single specific IZ unit or project that will be built as a result of its IZ contribution or even an agreement with an off-site developer who would be likely to use the "contribution" to increase the number of affordable housing units in the neighborhood or within any part of Ward 3. Wesley and Landmark have not done the work needed to justify a text amendment that would exempt this project from IZ.

4. Wesley's Text Amendments Are Not Consistent With The Comprehensive Plan

There are many provisions of the Comprehensive Plan that could be cited to demonstrate the inconsistency of Wesley's proposed text amendments. However, this analysis will be limited to the **Land Use** and **Educational Facilities** Elements of the Comprehensive Plan.

1. The **Land Use Element** emphasizes the importance of providing new housing opportunities; ensuring housing affordability; and promoting racial equity.
 - Wesley's text amendments do not expand housing in the District. It simply relocates students already living on the AU Campus to the Wesley Campus. Also, the Zoning Commission already has addressed AU's student housing needs when it approved AU's Campus Plan which includes adding 500 new beds for AU to house 500 AU students on AU's Campus.
 - Wesley has provided no definitive information on affordability of the new units saying that the cost will be consistent with existing market rates, which suggests Wesley will not be providing more affordable student housing. The project would not reduce housing costs within the neighborhood so as to make housing more affordable.
 - The project will not address racial equity issues in the neighborhood because the new Landmark luxury housing will reflect the existing AU population, whose racial composition is and historically has been overwhelmingly white.
 - Wesley seeks to circumvent its responsibilities to provide IZ and instead justifies its petition by proposing an \$8 million contribution that may not reflect the value of the IZ it is otherwise required to provide under the IZ rules.

- Wesley’s petition does not include a specific plan for providing IZ off site; but instead offers a list of potential options without any commitment or agreement in place. Yet it uses this rhetorical commitment to IZ to justify the proposed IZ text amendment.
2. The **Land Use Element** also emphasizes the importance of retaining neighborhood character.
- The Wesley-Landmark commercial luxury student housing will change the character of the graduate-level Wesley Campus significantly increasing the intensity of use by housing nearly 5 times as many non-Wesley undergraduate students on Wesley’s campus.
 - Wesley and Landmark will create a commercial operation on land immediately adjacent to a low density residential neighborhood by adding a building that would not be permitted as a matter of right under the current underlying zoning on the site.
 - The effect of the Campus Plan text amendment is to create a special commercial use zone on the Wesley Campus that could be expanded to include commercial uses beyond student housing.
3. LU-1.2.4 encourages the development of more housing. LU – 2.1.1 encourages new housing development on underused property.
- Because Wesley’s on-campus student population has declined steadily over the last 19 years, the property is significantly underused. Even if the proposed text amendments are approved and the Landmark luxury apartments are built, Wesley has provided no information to indicate that it could still survive at the site. Wesley needs students to be a viable institution. Wesley has offered no data to show the impact of the Landmark building on Wesley’s revenue or correlated this with the necessary size of its student population.
 - Given its current underlying zoning, the site has high potential for expanding the availability of new, diverse, and affordable housing in Spring Valley for full time taxpaying residents if Wesley chooses to sell all or a portion of the property. This could prove to be even more financially beneficial to the District.
4. LU – 2.3 stresses that the District should maintain institutional land use compatibility with the surrounding residential neighborhoods and references the changes in the 2016 Zoning Regulations, such as the addition of **Subtitle X, Section 101.4**, as the means for the District to “ensure land use compatibility.” LU – 2.3.1 stresses that the District should prevent encroachment of inappropriate commercial uses into residential neighborhoods. LU - 2.3.7 stresses that institutions should ensure that their use conforms to the underlying zoning of the site particularly to protect neighborhood interests in the future if the land is sold. LU – 2.3.8 states the District should limit non-conforming uses by institutions.
- Wesley is proposing to exempt itself from provisions newly incorporated into the 2016 Zoning Regulations that ensure its land use is compatible with the commercial limits that apply to universities city-wide and with the surrounding residential neighborhood.

- The text amendment, if approved, will result in new commercial uses on land where it would otherwise not be permitted under the 2016 Zoning Regulations. The 2016 regulations were revised specifically to limit commercial uses on college campuses adjacent to residential neighborhoods and protect against land uses that are not compatible with the surrounding residential neighborhoods.
- The Landmark “luxury” student housing would not conform to the underlying zoning of the land and is not needed by Wesley to house Wesley’s students.

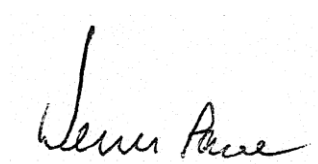
The **Educational Facilities Element** of the Comprehensive Plan focuses on the relationship between the educational institutions and the residential neighborhoods that surround them. The Comprehensive Plan **Educational Facilities Element** also emphasizes the importance of universities being “good neighbors” and on developments that are “compatible with surrounding neighborhoods.” EDU – 3.3.2 discourages university actions that would adversely affect the character or quality of life in surrounding residential areas.

Rather than adhere to the Campus Plan rules to ensure such compatibility with the surrounding neighborhood, as outlined in EDU-3.3 of the **Land Use Element**, Wesley is proposing a carve out – spot zoning – to exempt itself from the rules focused on the limits of commercial land use on a college campus. That is not being a “good neighbor.”

EDU – 3.3.10 specifically stresses the importance of engaging with the community on proposals for amendments to the zoning regulations. Although Wesley has outlined its intent to seek a text amendment in previous filings to the Zoning Commission, it has not engaged with the community on the substance of the proposed text amendments.

In conclusion, as organizations that have consistently supported Wesley Seminary’s goals, objectives, and proposals before the Zoning Commission and other agencies of the District government over many decades, we do not support the misuse of the text amendment process to make bad policy. We believe the text amendments proposed by Wesley are bad policy and potentially have significant consequences for the city as a whole. We appreciate your consideration of our concerns. We are happy to discuss our concerns in more detail with you or your staff as part of a Zoom call, a face-to-face meeting, or by e-mail. Thank you.

Sincerely,



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
Association
Counsel, Neighbors for a Livable
Community

cc: Joel Lawson, Office of Planning
Maxine Brown-Roberts, Office of Planning