

July 2, 2018

VIA IZIS

D.C. Board of Zoning Adjustment  
441 4<sup>th</sup> Street, N.W.  
Suite 200S  
Washington, D.C. 20001

Re: **BZA Application No. 19689 (2300 16th Street NW)**  
**Applicant's Post-Hearing Submission**

Dear Members of the Board:

In response to the issues raised at the public hearing on June 13<sup>th</sup>, the Applicant submits the following information.

**Meridian International Center – Impact Mitigation**

Meridian International Center (“Meridian”) is a 501(c)3 not for profit organization that has operated in the neighborhood for nearly sixty years as a center for international leadership and diplomacy. Meridian’s core mission is focused on convening and educating leaders from around the world to facilitate cultural exchanges, promote international understanding, and address shared challenges. These programs serve an estimated 2,500 public and private sector leaders annually. Meridian is also a leading center for diplomatic engagement and is non-partisan in its approach. The campus also hosts other events, including its own programs funded by either the government or donors, as well as some private events and weddings that provide funds to support maintenance costs for the two historic mansions. (Meridian held 149 total events in 2017.)

Meridian seeks to conduct its programs and events with high standards and to limit its impact on the surrounding neighborhood. In 2000, Meridian voluntarily agreed to limitations on the number of weekend events as well as policies related to its events. Meridian has received a limited number of complaints over the last decade regarding its operations, which stands in contrast to the level of goodwill and understanding generated by its educational and cultural activities.

Nevertheless, as Meridian engaged in dialogue with representatives of the surrounding properties through the working group process associated with the Project, neighbors identified a number of areas of concern where Meridian could improve its operations and reduce its impacts on the surrounding neighborhood. These include concerns regarding shuttle buses, catering trucks, and occasional noise.

Through this months-long negotiation with its immediate neighbors, Meridian developed a detailed series of binding and enforceable commitments, which are memorialized in a new Memorandum of Understanding (“MOU”) with the community. These measures not only address the anticipated impacts of the new Meridian space within the Project but also manage impacts related to existing ongoing activities. Key measures include:

- Limits on the number of guests on campus at any given time;
- Limits on the number, size, and timeframe of events, including specific limits on large events, evening events, and weekend events;
- Active management of deliveries, trash, and service activity;
- Active management of event activity, including shuttle bus and valet operations as well as amplified music, guest noise and behavior, and litter and maintenance; and
- Parking management for employees and guests.

The full list of measures is included in the Meridian MOU, which is attached as Exhibit A.

Going forward, Meridian will proactively manage and mitigate impacts from its leadership programs and events through a comprehensive series of measures memorialized in the Meridian MOU. The proposed Meridian Community Partnership (“MCP”) will serve as an important touchpoint for these efforts, as the MCP’s collective discussion and dialogue will provide opportunities for the neighbors to provide notice of ongoing issues and allow Meridian to communicate how it intends to mitigate an unforeseen impacts on the neighborhood. Moreover, the MCP will allow the neighbors and Meridian to work collaboratively and meaningfully to achieve their shared goals for the neighborhood. In addition, Meridian will implement and deliver on its MOU’s commitments through the following measures:

Reporting and Transparency. Meridian will build on its existing communications regarding its operations with surrounding neighbors to include:

- o Creation of a “hotline” through both phone and email to allow for real-time reporting and documentation of issues and concerns.

- Monthly reporting on the log of “hotline” communications, including calls received and actions taken to address concerns.
- Monthly reporting on the date, time, and logistics of upcoming evening, weekend, and larger events as well as accounting for previous events.
- Ongoing dialogue through, at a minimum, semiannual MCP discussions.

Staffing and Resources. Meridian will designate two staff members with primary responsibility for ensuring the enforcement and implementation of the MOU as well as otherwise addressing community issues and concerns.

- Neighborhood Liaison Manager: The Neighborhood Liaison Manager will be responsible for monitoring the “hotline” and otherwise receiving and responding to neighborhood complaints as well as proactively managing Meridian activities.<sup>1</sup>
- Meridian Event Manager: The Meridian Event Manager will be on duty for all events and will be responsible for ensuring that events adhere to the terms and goals of the MOU.

Implementation and Enforcement. Meridian will undertake a number of measures to ensure the implementation and enforcement of the MOU commitments, including:

- Integration of commitments into contracts with delivery and shuttle bus vendors.
- Imposition of fines and other potential mitigation measures for failure to adhere to MOU commitments.
- Incorporating relevant provisions of the MOU as conditions of BZA Order, as is further discussed below.

Accountability. Meridian is confident that through its enhanced focus on impact mitigation and the collective efforts of the MCP, objectionable impacts related to Meridian’s activities, and in particular the new Meridian space in the Project, will be avoided. Through both

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<sup>1</sup> The Neighborhood Liaison Manager, along with the term limit on the new meeting / conference space, are additional items proffered by the Applicant. They go beyond what was already agreed to among the parties to the MOUs and presented to the Board at the public hearing.

its own staff and the oversight of the MCP, Meridian will have both internal and external forces to ensure it lives up to its commitments.

However, Meridian will agree, as a condition of the zoning order, to limit the term of its new meeting/conference space within the Project to a term of five years. Although this will obligate Meridian to return to the BZA for further approval to continue the use of the meeting/conference space, Meridian agrees with the Board that this will provide an additional layer of accountability to ensure that the agreed-upon MOU commitments are met and achieve the intended results.

### **Revised MOUs with Surrounding Property Owners and Associations**

Since the public hearing, the Applicant has continued to work with representatives of the surrounding property owners to refine the proposed MOUs regarding Meridian's operations, the operation of the new condominium building, and the construction of the Project. The final versions of MOUs are attached as Exhibit A (Meridian MOU), Exhibit B (New Condo MOU) and Exhibit C (Construction MOU). All four community parties to the MOU (Beekman Place Condominium Association, 1661 Crescent Place, NW Inc., Meridian Crescent Condominium Association, and the 17<sup>th</sup> Street neighbors) have agreed to the terms and conditions of the MOUs.

### **Proposed Conditions of Approval**

As requested by the Board, the Applicant has adapted the terms of the Meridian and New Condo MOUs into proposed conditions of approval. Many of the terms and conditions of each MOU directly address and mitigate the potential impacts of the Project, and they are according appropriate conditions to the zoning order. The proposed conditions of approval are attached as Exhibit D.

### **Revised Plans**

Finally, enclosed as Exhibit E is a complete set of plans for the Project, updated to include the proposed Crescent Place garage exit and the change in location of the entrance to the Meridian component of the Project.

### **Conclusion**

We look forward to the Board's deliberations on July 25<sup>th</sup>. Please feel free to contact the undersigned at (202) 721-1135 if you have any questions, and thank you for your consideration of this matter.

Sincerely,

DAVID AVITABILE (WLF)

David Avitabile

A handwritten signature in blue ink, appearing to read "L. Ferris", followed by a horizontal line with several parallel strokes underneath.

Lawrence Ferris

cc: Jon Cummings, MIC9 Owner, LLC  
Joseph Gaon, Counsel for Meridian International Center

Enclosures

## Certificate of Service

The undersigned hereby certifies that copies of the foregoing document and enclosures were delivered by electronic mail or U.S. Mail to the following addressees on July 2, 2018.

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Lawrence Ferris