



February 1, 2018

Dear Commissioners of ANC1C,

As you are aware, The Festival Center is a 19,600-square-foot multi-purpose building in the heart of Adams Morgan, a vibrant and diverse neighborhood in Northwest DC. Through hospitality, education, spiritual development, and practice, The Festival Center serves as a resource for all people to stand against all forms of oppression and to strive for a just world. We do this by offering classes, events, and workshops through Soteria Community School; opportunities for prayer in our chapel, which is open daily; and year-long internships through our Discipleship Year program.

Currently, in addition to carrying out its own programs, The Festival Center provides office space for a number of other mission-based organizations, including Jubilee Housing, Little Bird Community Acupuncture, Faith and Money Network, and the Adams Morgan Partnership BID. We share space and support much as we share hunger and affinity for the same Spirit that gives life to our missions.

The Festival Center provides a “ministry of presence” to our Adams Morgan neighbors, to our space users, and to the Church of the Saviour legacy, its network, and its faith communities. AA and NA groups meet nearly every day of the week here, as they have done since we opened in 1989. Numerous other groups and faith community mission groups also call The Festival Center home.

Condition B(3) of Zoning Commission Order 11-08 requires the developer of the former Italian Embassy site to renovate The Festival Center’s commercial kitchen for a total of \$250,000. This Agreement was put in place in 2011, when The Festival Center had both a different leadership structure and programmatic direction. Since that time, the person that was in charge of the kitchen has left, and thus The Festival Center’s Board of Directors has determined that such funds would be better used to perform major building maintenance. Within the next 12 months using the funds supplied by Mill Creek either in part or in full, we aim to complete the following work:

- Improvements to our HVAC system,
- Enhance the front entrance to be more accessible for persons with disabilities,
- Improve the security system by installing cameras in and around the property,
- Improve our energy efficiency by performing a thorough audit of the facility, putting funds toward projects and changes to make the Center more green,
- Improving the current kitchen to make it useable for visitors by replacing essential equipment (e.g. stove and oven, refrigerator, dishwasher, etc)

This work is required to keep the Center as a resource in the Adams Morgan community.

The Festival Center Board requests that Mill Creek provide a contribution of \$250,000 in lieu of building a commercial kitchen at The Festival Center. These funds will be put toward the maintenance repairs and upgrades noted above. The improvements made possible by the \$250,000 gift will ensure that The Festival Center continues to be a home to mission-driven organizations, a meeting space for local residents, and a landmark in Adams Morgan for years to come. This request comes with the support of the organizations that have made their home at The Festival Center.

We are grateful for the support the Adams Morgan Advisory Neighborhood Commission 1C gave to the original language of Condition B(3), and appreciate your understanding of our shift in programmatic needs to best serve the community. Please do not hesitate to contact me by telephone at (202) 328-0072, or email at jforth@festivalcenter.org, with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Julian Forth', with a long horizontal flourish extending to the right.

Julian Forth
Executive Director

**AMENDMENT TO FESTIVAL CENTER KITCHEN RENOVATION
AGREEMENT**

This AMENDMENT TO FESTIVAL CENTER KITCHEN RENOVATION AGREEMENT (this "Amendment") dated as of _____, 2018, by and between MCREF EMBASSY, LLC (the "Applicant"), the Advisory Neighborhood Commission 1C ("ANC 1C") and The Festival Center ("FC"), collectively referred to as the "Parties", is made to amend that certain Festival Center Kitchen Renovation Agreement dated July 12, 2011, and submitted into the record for Zoning Commission Case No. 11-08.

- A. Following extensive dialogue between the Applicant and the FC, the FC has determined that the work required by the Festival Center Kitchen Renovation Agreement ("Agreement") is no longer a priority for the FC;
- B. The FC has further determined that in lieu of performing the work required by the Agreement, that it prefers that a monetary contribution be made by the Applicant to the FC to fund constructional maintenance of the Festival Center;
- C. The Parties desire to amend the Agreement to reflect this change and to establish how such funds shall be allocated and when such payment shall be made.

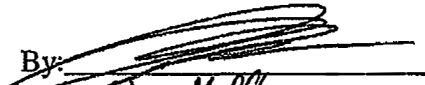
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. This Amendment replaces and supersedes the terms of paragraphs A through D of the Agreement previously entered into on July 12, 2011, and entered into the record for Zoning Commission Case No. 11-08.
- 2. In lieu of renovating the Festival Center kitchen, as previously agreed, the Applicant shall make a one-time payment to The Festival Center in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) ("Funds"). Payment of the Funds shall be considered complete upon wire transfer to an account to be specified by the FC.
- 3. The entirety of the Funds shall be used by the FC for constructional maintenance of the Festival Center, to include, but not limited to: maintenance of HVAC units, roof and elevator repairs, and security system and electrical upgrades.
- 4. Payment of the Funds shall only be required if Zoning Commission Case No. 11-08C, or similar case that reflects the modification of Condition B.3 of Zoning Commission Order No. 11-08, is approved.
- 5. Payment of the Funds shall be provided by the Applicant prior to the issuance of the first residential certificate of occupancy for the project approved in Case No. 11-08.
- 6. The FC agrees to provide a letter supporting the modification of Condition B.3 of Zoning Commission Order No. 11-08 that reflects the substance of this Amendment.
- 7. This Amendment shall be effective as of the date of the last signature below.

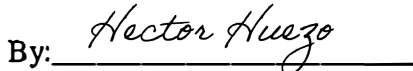
8. The individuals signing this Amendment represent and warrant that they have full and complete authority and authorization to execute and effect this Amendment and to take or cause to be taken all acts contemplated by this Amendment.
9. This Amendment may be executed in any number of counterparts, or by .pdf signatures, and all such counterparts taken together shall be deemed to constitute one and the same original instrument.

The undersigned agree to the above terms.

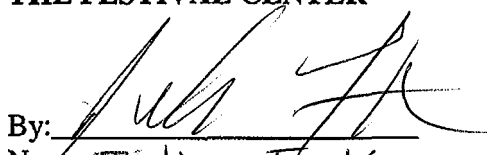
MCREF EMBASSY, LLC

By: 
Name: Joe Muller
Title: VP
Date: 2-2-18

ADVISORY NEIGHBORHOOD COMMISSION 1C

By: 
Name: Chair, ANC1C
Title: 2/12/18
Date:

THE FESTIVAL CENTER

By: 
Name: Julian Forth
Title: Executive Director
Date: 2/6/18