

TESTIMONY OF DEBBIE SMITH-STEINER
TO THE ZONING COMMISSION
CHAIRPERSON, ANTHONY HOOD
1 JUDICIARY SQUARE

Z.C. Case No. 13-14 Vision McMillan Partners, LLC and the District of Columbia – First Stage and Consolidated PUD and Related Map Amendments at 2501 First Street NW.

Dear Chairperson Hood;

I thank you and your fellow Commissioners for the work you are doing regarding Zoning, including, I respect your willingness to extend the open record period for the Zoning Rewrite process which is years behind.

As ANC who represents SMD 5E01, I am very troubled and concerned about how the Advisory Neighborhood Commission (ANC) 5E has operated as a government agency and regarding this process. The submission of a Community Benefit Agreement for ANC 5E in conjunction with VMP and the District is not fulfilling its mission: to reinvest into the communities of where the project is located. As I am a proponent of the above mention project, this ANC is totally dysfunctional and has operated improperly, unethical and does not respect the hard work of fellow sitting Commissioners who have experience and knowledge on how the ANC is to operate; and continues to do so. Just so that you understand the level of competency and ethical behavior of some of individuals who sit on the Executive board, not only did this ANC just recently file a Surety Bond in April which was due in January. It did so only after being alerted by the DC Auditor that it had not happen. The current Chairperson, who is a four (4) term sitting Commissioner, did not disclose this fact to the Public at last month's April Monthly meeting (open government), although she was aware of this fact on April 8th. She did not alert the other Commissioners about this issue, trying to quietly have it addressed. Further, because of this inaction that should have happened at the beginning of the year, all checks written up until the date the Surety Bond was approved, April 15, will be deducted from the next Quarterly allotment. And this Chairperson had to ratify February's monthly motions because she did not provide the seven (7) day public notice requirement of the meeting. The Recording Secretary; currently and constantly alters official Public Monthly minutes after the hired Secretary completes and forwards them. And since this is a new Commission, we have five (5) new Commissioners who are following behind this leadership because they did not read nor understand the law. Moreover, the Chairperson, and Recording Secretary were a part of the prior ANC 5C who misappropriated more than sixty-thousand dollars (60,000) which has left the new ANC 5C (after redistricting) with no money.

Which brings me to the current situation; ANC 5E is the entity to negotiate the Community Benefits agreement with VMP Partners. However, ANC 5E under the leadership of the current Chairperson elected to use a resolution from the McMillan Advisory Group (MAG) which

discredits nor included the input from the ANC Commissioners. The MAG being created since 2006 actual objective was to receive while inform the surrounding communities of which they serve about information regarding the development of the McMillan Sand Filtration Site, this has not happened. The MAG has done nothing more than had infighting with newer board members trying to stop the development of McMillan—lead by Tony Norman. In addition, since our Recording Secretary sits on the MAG, he has tried every way to stop the project; either by altering ANC official minutes or trying to corral his counterparts who are against development to write letters in opposition to this project.

Prior Chairperson of the ANC and current Chairperson of the MAG has extended, multiple times, a chance for the MAG to provide input to the ANC for consideration; even up to April 28, 2014. Clearly, MAG not knowing what they were doing, and again, trying to stop the project, the MAG first document provided nothing more than rants on why the project should not move forward. Then on April 26th for the ANC Commissioners initial collaborative CBA meeting, , MAG submitted a document to which did not purport nor provide a semblance of a CBA. The document had no details which could be determined what the MAG wanted. I as the ANC representing 5E01 had provided an outlined CBA draft (see Exhibit #1) to be considered for the ANC, which encompasses all of the requests that the MAG and the surrounding communities wanted. However, the Chairperson of ANC 5E totally dismissed this document even though the Chairperson of the MAG endorsed it and she and I worked together on it.

For more than six (6) grueling hours on April 26 six (6) ANC Commissioners went through the pain staking process to make sense out of the negative document the MAG had submitted. The document, once evaluated, was reduced from thirty-three (33) pages down to fifteen (15); still with no tangible deliverables to present to VMP on the 28th. Although Exhibit #1 was provided to all Commissioners, the Chairperson totally ignored the information; this information was collected through a series of data gathering from other developments in the US which dealt directly with development on public land (California).

On April 28th, ANC 5E met with VMP to discuss the CBA, only to my surprise, again, the Chairperson allowed for the MAG to provide additional information; the most surprising part of the new information being submitted by the MAG included the information of which I had provided to the ANC Commissioners just two days prior. While the MAG tried to change the account titles from: fund contributions to escrow accounts, the information they now were attempting to submit, extracted data from the document that I created.

Vision McMillan Partners, LLC (VMP) met with ANC 5E on April 28th, to discuss a CBA agreement only to leave with nothing. Since ANC 5E was ill prepared and VMP was low balling every aspect of the CBA, except housing, (which is a part of the Land Distribution Agreement) it was jointly agreed that for a reasonable CBA, more time was needed. Thus, having all parties to agree to put forth a request to have the record to remain open, allowing for more deliberation for

a fair and equitable CBA. However, the concerns I raise regarding VMP's CBA suggestions: they were too broad; no detail and wanted, for instance, to provide a onetime contribution towards training and outreach in the amount of two-hundred-twenty five thousand dollars (\$225,000). In looking over the history and the duration of this project, the District has invested more money in change orders and in trying to develop this public land than what the VMP partners want to reinvest into the community. Granted, they will have housing that represents affordable at 80% AMI; though during your own Zoning rewrite hearing process you have heard countless times how cashiers and janitors cannot afford to meet that requirement. Further, VMP will be getting even more money from the Housing Production Fund to build housing but they want to reinvest in the community, mere pennies. According to a comment made on April 28th by VMP Partners, they clearly stated how the Zoning Commission frowns on communities who attack developer's profits. I believe that the Zoning Commission is a fair balanced group who understand the importance of what is needed to reinvest back into the communities that are directly affected by development and further, would expect any developer who takes public property and public dollars to develop, will return, handsomely, an investment that would be reasonable for all parties.

With all said, please review all exhibits and information and assist in this process as we move forward to develop the McMillan site. Thank you!

Respectfully,

Debbie Steiner, ANC Commissioner, 5E01
Electronically signed



**ADVISORY NEIGHBORHOOD COMMISSION 5E
COMMUNITY AMENITIES AGREEMENT**

WITH

VISION MCMILLAN PARTNERS (VMP)

FOR

THE MCMILLAN SAND FILTRATION SITE

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LIST OF EXHIBITS

Exhibit V-1. Community Benefits Program Processes and Procedures

**COMMUNITY AMENITIES AGREEMENT WITH THE
VISION MCMILLAN PARTNERS DEVELOPERS FOR THE MCMILLAN
SAND FILTRATION SITE**

This **COMMUNITY AMENITIES AGREEMENT** implements and is part of the CAA. As used herein, the capitalized terms defined in Section 7.6 have the meanings ascribed to them in Section 7.6. Capitalized terms used but not otherwise defined in this Community Amenities Agreement shall have the meanings for such terms set forth in the CAA.

1. EDUCATION

Section 1.1 Scholarship Program. Developer shall contribute (or cause the contribution of) Three Million Dollars (\$3,000,000) in all cash to (the “**Scholarship Fund Contribution**”) in the name of “**McMillan Advisory Group (MAG) Scholarship Fund**” to be held as part of the Community Benefits Fund (as defined below) and to be used to assist youth and adults up to age thirty (30) living in **ADVISORY NEIGHBORHOOD COMMISSION 5E** with the cost of tuition and/or educational materials for any course in support of any educational program that grants a diploma, degree or certificate of completion that is offered by a college, university, community college, technical or trade school recognized by and listed with the District of Columbia as higher education accreditors, including the University of the District of Columbia. A student who seeks a University Degree, must be entering into their sophomore year of a University or Community College with a GPA of 2.0

In addition, the MAG Scholarship Fund will be used to fund “The **ANC 5C of 2011** Educational Travel Scholarship” which will annually award Five Thousand Dollars (\$5,000) for educational travel to Africa or Asia to one African American student (18 to 25 years old) from **ADVISORY NEIGHBORHOOD COMMISSION 5E**. The obligation to contribute the Scholarship Fund Contribution shall accrue and be made as follows: (i) Fifty Thousand Dollars (\$50,000) on the date that is ninety (90) days after the first Phase Approval and (ii) Ten Thousand Dollars (\$10,000) on the date that is sixty (60) days after the date that Developer obtains each thousandth (e.g. the 1,000th, 2,000th, 3,000th, etc.) Unit Credit, Each person receiving the scholarship awards will be a “one time” approval. These funds will be held with the **Community Foundation International Capital Region** for distribution.

Section 1.2 Education/Career Investment Fund. Developer shall contribute (or cause the contribution of) Ten Million Dollars (\$10,000,000) in all cash (the “**Education/Career Investment Fund**”) to the “**Bloomingtondale Education/Career Investment Fund**” to be used to support a Union Labor based, well established organization who can provide job apprenticeships programs, with a direct focus on career path to Journeyman into specialized Construction fields which relate to all construction phases of the entire McMillan Sand Filtration Site within **ADVISORY NEIGHBORHOOD COMMISSION 5E** for the life of the project.

The Agency and Developer shall be commissioned to provide all expertise relating to job readiness for all applicants applying who reside in i) ANC 5E; ii) Ward 5; iii) DDOES through the General Contractor of their choice. The **BECIF** Contribution shall be under the direct fiduciary control of the **Community Foundation International Capital Region**; commencement of the fund shall be by the Developer within sixty (60) days after receipt of written notice from the Agency to Developer that such Education/Career Investment Fund Contribution (or a portion thereof as set forth in such notice) is required to implement the priorities established by this community-based process; provided, however, that the obligation to contribute (or cause the contribution of) the Education/Career Investment Fund Contribution shall accrue as follows: (i) Five Hundred Thousand Dollars (\$500,000) on the date that is ninety (90) days after the first Major Phase Approval and (ii) Nine Hundred Fifty Thousand Dollars (\$950,000) upon the date that Developer obtains each thousandth (e.g. the 1,000th, 2,000th, 3,000th, etc.) Unit Credit.

2. **COMMUNITY HEALTH AND WELLNESS**

Section 2.1 Pediatric Wellness. The Developer shall provide a One Million (1,000,000) Wellness Contribution in the name of “**Hanover and Bates Civic Association**” which will be used to expand, develop, finance and provide research which focused on the mental health and well being of children, youth and their families; which center should include the **Children National Medical Center** located in the District

3. **COMMUNITY FACILITIES**

Section 3.1 General. Developer (or Vertical Developers, as applicable) has already pre determined, outlined and included in their project a standalone, two stories building as a Community Facility or Community Center which includes a pool. The pool size should be of Olympic dimension with no less than six (6) lanes. The Developer shall turn over the building after completion to The Department of Parks and Recreation DPR upon “turn-key” operation. The community facility space in the Project has proposed **Community Facilities Space** (the “**Community Facilities Space**”), The Community Facilities shall be designed to provide, preserve and leverage such critical local resources as social services, education, the arts and other community services, including programs to benefit senior citizens. As guiding principles governing the development of the Community Facilities, the Community Facilities should be used to (1) enhance the overall quality of life of District residents whereby no fee will be charged except when applicable; (2) support the creation of a vibrant new neighborhood in the Project Site. The Community Facilities shall be completed in accordance with applicable provisions (including this Community Amenities Agreement), shall be delivered to the Agency for transfer into the Department of Parks and Recreation real estate inventory for control of operations and maintained for its existence as a Community Facilities

Section 3.2 Community Facilities Space. The Agency and Developer acknowledge and agree that the Community Facilities Space shall be located in a two story, stand alone building and will be implemented during the final phase of the project.

The Community Facilities Space shall be provided by Vertical Developer to the approved Community Facilities Entity in non Cold Shell condition. The conveyance agreement(s)

applicable to such Community Facilities Space (the “**Community Facilities Space Agreement**”) shall at a minimum, require the Community Facilities Entity to (1) continually use such space (subject to damage and destruction and reasonable hours of operation consistent with other comparable facilities), (2) provide commercially reasonable insurance coverage, (3) adhere to maintenance and security protocols and (4) timely pay its proportionate share of all pass-through and other charges, including applicable property taxes and assessments (including in-lieu payments), insurance and maintenance, and other operating expenses, all generally consistent with other tenants or owners in the applicable Vertical Project. The Community Facilities Entity shall not, however, pay a purchase price or base rent for the Community Facilities Space.

(a) Specific Use of Community Facilities Space.

(i) *International African Marketplace.* A portion of the Community Facilities Space on the McMillan Site and identified as set forth above may be used for an indoor African Marketplace that will serve as an African-themed, festive setting for the display and sale of arts, crafts, sculptures, fabrics and clothing, and books. This use of space shall at maximum be used once yearly

(ii) *Community Rooms.* A portion of the Community Facilities Space within certain Vertical Projects identified as set forth above shall be used for facilities operated by the District of Columbia Department of Parks and Recreation (the “**DCPR**”), such as

- (i) meeting space(s) of not less than one thousand five hundred (1,500) gross square feet; multipurpose rooms of not less than three thousand (3000) gross square feet; a room designated for community memorabilia, not less than one hundred square feet.
- (ii) *Olmstead Recreation Area.* Fifteen hundred (1,500) gross square feet of the **McMillan** Site within the Community Facilities Space shall be set aside by Developer, the Agency for a informational center for Olmstead.

4. CORE COMMUNITY AMENITIES AGREEMENT

Section 4.1 Community First Housing Fund. The CCAA provides that, based on a Project that is being PROPOSED by Developer to create Four Hundred Twenty Five (425) Multifamily Housing Units of which, Twenty (20) percent will be affordable; under this CAA agreement the Twenty (20) percent should be “**Work force Housing**”. Further the Developer shall, in developing the One Hundred Forty Six Townhomes of which, Eighteen (18) percent will be affordable, the “designated Eighteen (18) percent) shall be “**Workforce Housing**” as well. The Developer shall contribute (or cause the contribution of) a maximum of Five Million Six-Hundred Sixty-Five Thousand Dollars (\$5,665,000) on the schedule set forth in the CCAA to a Community First Housing Fund (the “**Stronghold Community First Housing Fund Contribution**”). Under the terms of the CCAA, the Stronghold Community First Housing Fund will be used to assist qualifying residents in the purchase of these Units who live in: ANC 5E, then, Ward 5; through opportunities such as down payment assistance, rent-to-own opportunities, , and/or the purchase of Units, inside or outside of the Project, including those

specifically designed for senior citizens. The Stronghold Community First Housing Funding will be in the Fiduciary control of the **Community Foundation International Capital Region** for its existence.

Section 4.2 Workforce Development Fund. The CCAA provides that, based on this Project size and gross revenue of which the Developers or Vertical Developers will inherit, CREATE five hundred Seventy two (572) varied housing Units; three thousand (3,000) gross square feet of retail and fifty thousand (50,000) gross square feet for an anchored grocery store , Developer shall contribute (or cause the contribution of) a maximum of Two Million Nine Hundred and Twenty-Five Thousand Dollars (\$2,925,000) on the schedule set forth in the CCAA to a Workforce Development Fund (the “**Eckington and Edgewood Workforce Contribution**”). Under the terms of the CCAA, the Workforce Development Fund will be used for workforce development programs designed to create a gateway to career development first for residents of ANC 5E. them Ward 5, subject to the fiscal and other provisions of the City’s Home Rule Charter, the Parties understand that the City intends to match the Workforce Contribution in services and programs for workforce development in **ADVISORY NEIGHBORHOOD COMMISSION 5E and WARD 5** and as otherwise set forth herein.

Section 4.3 Implementation Committee. The CCAA provides that Developer shall contribute (or cause the contribution of) Five Thousand Dollars (\$5,000) per year during the term of the CCAA for the operation of the “Implementation Committee” established under the CCAA (the “**Implementation Committee Contribution**”). All funding in Sections 4.1 through 4.3 will be under the express fiduciary control of the **Community Foundation International Capital Region**

5. **BUSINESS DEVELOPMENT/COMMUNITY ASSET BUILDING**

Section 5.1 Community Builder Program.

(a) **Community Builder Program.** During the build out of the Project, Fifteen (15) Units, Workforce Housing units (the “**Community Builder Units**”) will be made available for development by or with the assistance of **Habitat for Humanity**. The **Habitat for Humanity** Units will be distributed throughout the Project Site on Lots that are identified and Approved by the Agency in the Major Phase Approval for each Major Phase which are Residential Projects (each such Lot, a “**Community Builder Lot**”). To increase the likelihood that **Habitat for Humanity** are able to participate in the development of the Community Builder Lots irrespective of their capital capacity and risk tolerance, Community Builder Units will be available for development under three (3) separate models, each of which will afford **Habitat for Humanity** with the opportunity to actively and substantially participate in the day-to-day responsibilities associated with the development of the Community Builder Units. Such models, each of which are more particularly described in Exhibit G-A, permit the development of

Community Builder Units: (1) directly by a Community Builder (an Independent Community Builder (as defined in Exhibit G-A)); (2) by a Community Builder as an assistant developer to Vertical Developer and (3) in a joint venture consisting of a Community Builder and a Vertical Developer (including a Vertical Developer comprised of a Qualified Buyer, Developer and/or its Affiliate) (a Joint Venture Community Builder (as defined in Exhibit G-A)). The services to be provided, capital required and return or compensation associated with each model are as follows:

Model	Services	Capital Required	Return/Compensation
Independent Community Builder	All development required to construct and dispose of Community Builder Units.	Required to fund all of the costs of acquiring the applicable Lot(s) and thereafter developing the Community Builder Units in accordance with the CAA.	Any profits (or losses) applicable to such Community Builder Units.
	Assist Vertical Developer with all development required to construct and dispose of Community Builder	Required to contribute a material portion of the costs of acquiring the applicable Lot(s) and thereafter developing the	Commercially reasonable return commensurate with the portion of the costs contributed by the Community Builder.

Criteria for the selection of Community Builders and other processes and procedures of the Community Builder Program are set forth in Exhibit G-A.

(b) Agency Community Builder Protégé Program. The Agency may, at its expense, provide a protégé program that would pair Community Builders with experienced developers and real estate professionals (not including Developer or its Affiliates). Such mentors would provide Community Builders with technical support and coaching to equip such Community Builders with the skills necessary to meaningfully participate in the Community Builder program.

(c) Agency Community Partners. In keeping with the Agency's customary practice, the Agency will use good faith efforts to involve community partners in the development of the Workforce Development Homes. Community partners include but are not limited to non-profit organizations providing services to the residents of Ward 5 and qualified to develop, co-develop, or provide social or clinical services to residents of the Agency Affordable Projects.

Section 5.2 Construction Assistance

(a) Purpose. Developer shall provide (or cause to be provided) Two Hundred Fifty Thousand Dollars (\$250,000) per year during the development of the Project by Developer or a Transferee to an aggregate maximum amount of not more than Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "**Construction Assistance**

Section 5.3 Community Real Estate Broker Program. For each Residential Project in which Vertical Developer is Developer or its Affiliate, Vertical Developer shall use good faith efforts to provide licensed brokers and salespersons who are residents in **ADVISORY NEIGHBORHOOD COMMISSION 5E (“Community Brokers”)** with the following: First opportunity to preview and show Units in such Residential Project to clients of the Community Brokers;

- (a) Invitation to marketing events for Community Brokers for such Residential Project;
- (b) Marketing materials for the Units in such Residential Project to assist with marketing such Units to clients of the Community Brokers; and
- (c) Recognition and participation opportunities at homebuyer workshops related to such Residential Project.

6. COMMUNITY BENEFITS FUND

Section 6.1 General. The Developer shall establish, a separate account with sub-account(s) (the “**Community Benefits Investment Fund**”) to be funded under this Article 6 and as otherwise specified in the CAA (Community Amenities Agreement). One hundred percent (100%) of the Community Benefits Investment Fund shall be reinvested by the Developer of the Project Site for **ADVISORY NEIGHBORHOOD COMMISSION 5E** to (a) benefit low- and moderate-income families; (b) eliminate blight; and/or (c) meet other community emergency needs of the residents residing in **ADVISORY NEIGHBORHOOD COMMISSION 5E** area. Entity, including those related to social services, affordable housing, education, the arts, beautification, public safety, assistance for senior citizens and other community services. Such reinvestment shall be made by the Agency following consultation as applicable with the ANC 5E and the MAG and shall be subject to approval by the Agency Commission as a part of each of its community benefits budgets. Until such time as the **Community Foundation of the Capital National Region** entity is formed and independently operating, expenditures from the Community Benefits Investment Fund shall be determined by the Agency Director following consultation with ANC 5E and MAG when applicable.

Section 6.2 Proceeds from Sale of Market Rate Units. Each Vertical Developer shall pay (or cause payment) to the Community Benefits Fund upon the close of escrow of the initial sale to an Owner/Occupant of each Market Rate Unit an amount equal to one-half of one percent (0.5%) of the sale price of such Market Rate Unit.

7. MISCELLANEOUS

Section 7.1 Agency Discretion. Notwithstanding anything to the contrary set forth in this Community Amenities Agreement, (i) the Agency shall have the right to make such changes to the use and distribution of funds within the control of the Agency as may be required by applicable law, and (ii) in no event shall the Agency be responsible for Developer’s costs, liabilities or obligations under the CCAA.

Fund Contribution”) to implement those components of the Construction Assistance Program outlined in Section 5.2(c) – (e). The obligation to provide the Construction Assistance Fund Contribution shall commence as of the date that Developer Commences the Infrastructure in the first Sub-Phase and shall accrue on each annual anniversary thereof during every year in which Developer is actively constructing the Project. Any amounts not used in a year shall carry forward to future years of the Project or, at the option of the Agency, be paid into the Community Investment Benefits Fund.

(b) Insurance and Credit Support. In addition to the contributions set forth in Section 5.2(a), Developer shall contribute (or cause the contribution of) One Million Dollars (\$1,000,000) in all cash (the **McMillan Park Committee Credit Support Contribution**”) to the Agency. The Agency shall use the Credit Support Contribution as part of a surety bond and credit support program solely in connection with the Project. Such program, which will augment the Agency’s existing surety bond program, will provide security to assist contractors from **WARD 5** in obtaining insurance and credit support that may be required in order to participate in the development of the Project. The obligation to contribute the Credit Support Contribution shall accrue and be made in installments of Two Hundred Fifty Thousand Dollars (\$250,000) on the date that is sixty (60) days after each of the first three (3) Major Phase To the extent any of these funds remain in the Agency’s possession upon the final Completion of the Project, the Agency shall deposit such funds in the Community Benefits Investment Fund. In addition, Developer shall work with the Agency to provide commercially reasonable insurance or risk-management policies or programs for the benefit of contractors from **WARD 5** such that they may participate in the development of the Project.

(c) Technical Assistance. Throughout development of the Project by Developer or a Transferee, Developer shall provide (or cause to be provided) a contractor assistant in the Project office to serve as a liaison to contractors seeking contracts for the Project. Duties of the person in that position will include providing assistance to contractors with respect to the contract bidding process and accessing the public benefits available to contractors as described in this Community Amenities Agreement. In addition, the Agency and/or the City shall provide a Small Business Contracting Advocate, at their expense, whose duties shall include assisting contractors working on the Project with issues such as prompt payment and insurance and surety requirements.

(d) Contractor Workshops. Developer, the Agency and the City shall together conduct workshops to address matters related to the construction industry such as worksite safety matters, accounting procedures, legal, insurance, labor matters and other topics. Developer shall solicit requests from contractors in **WARD 5** for additional topics of interest.

(e) Trucking Program. Developer shall maintain or develop (or cause to be maintained or developed) a program to assist truckers residing or based in **WARD 5** in securing contracts for the trucking services needed to complete the demolition, grading, and infrastructure for the Project. The Trucking Program shall include outreach to truckers residing or based in **WARD 5**, who will be screened for appropriate qualifications and Developer shall form and maintain a list of eligible truckers.

Section 7.2 Community Benefits Coordinator. At all times throughout development of the Project by Developer or a Transferee, Developer shall maintain a Community Benefits Coordinator who shall be appointed by the Community Foundation of the National Capital Region and the primary point of contact for issues relating to Developer's obligations under this Community Amenities Agreement.

Section 7.3 Severability. If any provision of this Community Amenities Agreement, or its application to any Person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Community Amenities Agreement or the application of such provision to any other Person or circumstance, and the remaining portions of this Community Amenities Agreement shall continue in full force and effect. Without limiting the foregoing, in the event that any applicable law prevents or precludes compliance with any term of this Community Amenities Agreement, the Parties shall promptly modify this Community Amenities Agreement to the extent necessary to comply with such law in a manner that preserves, to the greatest extent possible, the benefits to each of the Parties. In connection with the foregoing, the Parties shall develop an alternative of substantially equal, but not greater, cost and benefit to Developer and any applicable Vertical Developer so as to realize from the Project substantially the same (i) overall benefit (from a cost perspective) to the public and (ii) overall benefit to Developer and any applicable Vertical Developer. Nothing in this Section 7.3 shall be deemed to permit the Agency to amend the CCAA, require greater overall commitments than those contained therein or otherwise abrogate the commitments contained therein.

Section 7.4 No Third Party Beneficiary. Except to the extent set forth in the CAA, there are no express or implied third party beneficiaries to this Community Amenities Agreement.

Section 7.5 Lot Maintenance Standards. The Agency shall use good faith efforts to maintain or cause all Community Facilities under its control to be maintained in a safe and orderly condition to the extent that there is available tax increment generated from the Project Site to do so.

FURTHER, IT IS UNDERSTOOD BY ALL SIGNED PARTIES THAT THIS AGREEMENT IS BINDING UPON SIGNATORS OF EACH ENTITIES REPRESENTATIVE. If the Developer; Vertical Developer; Agency or any other partner reneges on this or any signed documents of this agreement relating to this McMillan Sand Filtration Site CAA, then, **ADVISORY NEIGHBORHOOD COMMISSION 5E**, AT COST TO THE PARTY IN VIOLATION shall be responsible for the any legal cost of Arbitration or Court cost.

Section 7.6 **Definitions.**

“**Additional Community Facilities**” is defined in Section 3.1.

Agency is defined as “the Mayor’s representative of Deputy Mayor of Planning and Economic Development

“**ANC 5E**” is defined in the CAA as “**ADVISORY NEIGHBORHOOD COMMISSION AREA 5E**

Area Builders” means: Developers or builders who do business in and have a primary business address in **Ward 5** and have an established, fixed office in a non-portable building in **Ward 5** where regular construction-related work is conducted;

(a) developers or builders who are listed in the Permits and License Tax Paid File with Department of Consumer Regulatory Administration with a business address in **Ward 5 first**; then the District of Columbia

(b) developers or builders who possess a current Business Tax Registration Certificate issued by the City that shows a primary business address in Ward 5 first, then, in **the District of Columbia.**

(c) developers or builders who have a demonstrated history of working in the District of Columbia

(d) established, construction-related companies that include an owner, or owners, who live in Ward 5 first, then in **the District of Columbia** and who possess at least fifty one percent (51%) of the ownership interest in such company; and/or

(e) non-profits, including faith-based organization(s), based in **ADVISORY NEIGHBORHOOD COMMISSION 5E** (“**ADVISORY NEIGHBORHOOD COMMISSION 5E first, then Ward 5; Non-Profit Group**”) that provide satisfactory evidence to the Selection Panel that such **ADVISORY NEIGHBORHOOD COMMISSION 5E and or Ward 5** Non-Profit Group either (i) itself possesses the *requisite technical proficiency and experience* and (ii) has a contractual relationship with a developer, builder or established, construction-related company (the “**Development Assistant**”) which provides the **ADVISORY NEIGHBORHOOD COMMISSION 5E and or Ward 5** Non-Profit Group with the requisite Technical Qualifications (as defined below).

“**MAG**” means the quasi-public entity formed under NCRC in 2006 to analyze community needs and make recommendations to the Agency, Developers and approved by ANC 5E Commission on the use of the Community Benefits Fund.

“**Cold Shell**” means an unfinished interior lacking heating, ventilating, and air conditioning (commonly known as HVAC); lighting; plumbing; ceilings; elevators; and interior walls, but that includes connections to the HVAC, plumbing and other building systems.

“**Community Benefits Investment Fund**” is defined in Section 6.1.

“**Community Benefits Investment Payments**” means, individually or collectively as the context requires the Scholarship Fund Contribution, the Education Improvement Fund Contribution, the Pediatric Contribution and the Credit Support Contribution.

“**Community Brokers**” is defined in Section 5.3.

“**Community Builder**” means a **Ward 5 and or District of Columbia Area Builder** selected from the Community Builders Pool in accordance with Exhibit V-A.

“**Community Builder Lot**” is defined in Section 5.1(a).

“**Community Builder Program**” means the program outlined in Section 5.1 and as more particularly described in Exhibit V-A.

“**Community Builder Units**” is defined in Section 5.1(a).

“**Community Facilities**” is defined in Section 3.1.

“**Community Facilities Entity**” is defined in Section 3.1.

“**Community Facilities Entity Selection Date**” is defined in Section 3.2.

“**Community Facilities Lots**” is defined in Section 3.1.

“**Community Facilities Space**” is defined in Section 3.1. “**Community Facilities Space Agreement**” is defined in Section 3.2.

“**Community First Housing Fund Contribution**” is defined in Section 4.1.

“**Construction Assistance Fund Contribution**” is defined in Section 5.2(a).

“**Credit Support Contribution**” is defined in Section 5.2(b).

“**CAA**” is defined in that certain Community Amenities Agreement to develop (**McMillan Sand Filtration Site**) to which this Community Amenities Agreement is attached.

“**DOH**” means the Department of Health.

“**Education Career Investment Fund Contribution**” is defined in Section 1.2.

“**Implementation Committee Contribution**” is defined in Section 4.3.

“**Mid-Net Project Proceeds**” is defined in the Financing Plan (TBD).

“**Owner/Occupant**” is defined in the Below-Market Rate Housing Plan. “**Relocating**

“Residential Lot” is defined in the Below-Market Rate Housing Plan.

“Scholarship Fund Contribution” is defined in Section 1.1.

“Unit Credit” is defined as a housing dwelling to be occupied by a person.

“Pediatric Contribution” is defined in Section 2.1.

“Workforce Contribution” is defined in Section 4.2.

EXHIBIT V-A

COMMUNITY BUILDER PROGRAM PROCEDURES

1. SELECTION OF COMMUNITY BUILDERS

Section 1.1 Applicant Outreach Process. Promptly following the first Sub-Phase Approval for a Sub-Phase that contains a Community Builder Lot in each Major Phase, as warranted in accordance with Section 1.2(c), and from time to time thereafter in Developer's discretion, Developer shall identify and inform potential **Ward 5 first; then, District of Columbia** Area Builders of the opportunity to participate in the Community Builder Program by employing such efforts as Developer believes are reasonably necessary in order to elicit sufficient applicants to ensure that the goals of the Community Builder Program can be fulfilled (the "**Applicant Outreach Process**"). Such efforts may include, but are not limited to:

(a) Conducting community outreach, which may include, but is not limited to, advertising, direct mail, e-mail and flyers targeted at **Ward 5; then District of Columbia** Area Builders;

(b) Providing the Community Builder Application (as defined below) to each **Ward 5; then District of Columbia** Area Builder who requests an application and posting the Community Builder Application on Developer's and the Agency's website;

(c) Conducting workshops designed to explain the Community Builder Program and the application process therefore; and

(d) Staffing the Project office to answer questions about the Community Builder Program and to assist in completing the Community Builder Application.

Section 1.2 Community Builder Application.

(a) Form. The "**Community Builder Application**" shall be the application form prepared by Developer and Approved by the Agency from time to time. The Community Builder Application must provide, to the extent available, the information described below:

(i) *Technical Proficiency.* Documentation of technical qualifications related to the proposed development, including resumes of all members of the applicant and the identification of licenses, certificates and relevant educational training. Documentation of a proven track record as a developer or builder, including demonstrable record as either a developer or builder of a housing or commercial development, including a list of client references.

(ii) *Relevant Experience.* Documentation of direct or related experience, including but not limited to investment, construction, engineering and development experience and a detailed explanation of previous development

projects, including location, size, cost, capital and financing sources used, economic performance, project timeline and a description of the role of the applicant or its constituent members in the project. Proven track record of meeting a project timeline as well as the ability to hire and manage sub- contractors, schedule trades and materials and secure permits.

(iii) *Financial History and Financial Capacity.* Documentation of successful bid and job completion. Documentation of the following financial information: four (4) years of annual credit reports, annual reports, audited financial statements or tax returns of the applicant and its constituent members and real estate portfolios, recent history of obtaining financing commitments, a description of all projects currently underway but not completed, including the financial commitment required of the applicant, identification of equity and debt capital and the relationship between the developer and the financing source.

(iv) *Litigation History.* Detailed information regarding any litigation that involved the applicant or any of its direct or indirect constituent members.

(v) *Formation.* Documentation evidencing that the applicant and its constituent members, if any, have been duly formed, made all filings and are in good standing in the District of Columbia and in the state of their respective incorporation. If the applicant is a (x) joint venture or (y) a **Ward 5 first; then District of Columbia Non-Profit Group with a Development Assistant**, then the applicant shall provide evidence demonstrating the existence of a duly executed contractual relationship between the applicable parties.

(b) Process. Developer shall provide applicants with a reasonable period of time in which to submit a Community Builder Application; not less than thirty (30) days. Developer shall notify applicants of receipt of the submitted Community Builder Application, keep a list of all persons who submit a Community Builder Application and consult with the Agency to supplement such list with additional names of potential Community Builders (each, a “**Community Builder Applicant**”, and collectively, the “**Community Builder Applicants**”).

(c) Updates. Due to the phased nature of the Project, the Community Builders Pool may be formed and Community Builders may be selected there from significantly in advance of the Completion of the Infrastructure for a particular Community Builder Lot. In order to ensure that the qualifications stated by Community Builders in their respective Community Builder Applications remain current, the Agency or Developer may from time to time, issue a written request to a Community Builder (the “**Update Request**”) for an update to the information provided in the Community Builder Application previously submitted. Responses to Update Requests shall be handled as follows:

(i) Failure to respond in writing within forty five (45) days following receipt of an Update Request will result in the disqualification of such Community Builder from participating in the Community Builder Program. In the event of a disqualification, Developer shall have the sole and absolute discretion to (i) select a

new Community Builder from the Community Builders Pool and/or (ii) conduct the Applicant Outreach Process to increase the available number of potential Community Builders in the Community Builders Pool and thereafter select a new Community Builder from the Community Builders Pool (the “**Disqualification Procedures**”).

(ii) In the event that a Community Builder timely responds to the Update Request, but advises of a change in any of the material information or qualifications included on its application that the Selection Panel believes is materially adverse, then the Selection Panel shall provide to the Community Builder written notice of specific deficiencies in the information provided in response to the Update Request (the “**Cure Notice**”). The Community Builder will have forty five (45) days (the “**Resolution Period**”) to provide information to the Selection Panel sufficient to address the concerns specified in the Cure Notice. If a Cure Notice is sent to a Community Builder that is comprised of a **Ward 5 first; then District of Columbia** Non-Profit Group and its Development Assistant, then the **Ward 5; then District of Columbia** Non-Profit Group shall provide the Selection Panel during the Resolution Period with an updated Community Builder Application, which may propose a replacement Development Assistant (the “**Replacement Development Assistant**”) if necessary to address the deficiencies noted in the Cure Notice. Within fifteen (15) days following the last day of the Resolution Period, the Selection Panel shall by mutual agreement determine whether the information submitted by the Community Builder (or the **Ward 5 first; then District of Columbia** Non-Profit Group) adequately cures the deficiencies outlined in the Cure Notice and shall inform such Community Builder (or the **Ward 5 first; then District of Columbia** Non-Profit Group) in writing of such determination. If the Selection Panel determines that the information submitted by the Community Builder (or the **Ward 5; then District of Columbia** Non-Profit Group) does not adequately cure the deficiencies outlined in the Cure Notice, then the Selection Panel may by mutual agreement elect to issue a subsequent Cure Notice or direct Developer to follow the Disqualification Procedures.

Section 1.3 **Selection.**

(a) **Selection Panel.** A selection panel comprised of two (2) representatives appointed by each of the Agency and Developer (the “**Selection Panel**”) shall by mutual agreement create a pool of potential Community Builders selected from the Community Builder Applicants (the “**Community Builders Pool**”). Representatives appointed to the Selection Panel shall be employees of the party that appointed such representative and shall be experienced in real estate development matters. Representatives may be replaced from time to time by the party that originally appointed such representative by providing notice thereof to the other appointing party.

(b) **Selection Criteria for Inclusion in the Community Builders Pool.** To be included in the Community Builders Pool, the Selection Panel must find (the “**Qualification Finding**”) that the applicant (1) qualifies as a **Ward 5 first; then**

District of Columbia Area Builder, (2) has technical proficiency and relevant experience (including at least three (3) years of development or construction experience) to perform duties that are economically significant to the development of a Community Builder Lot (the “**Technical Qualifications**”) and (3) has the capacity to actively and substantially participate in the day-to-day, financial and policy decision-making responsibilities associated with the acquisition and development of a Community Builder Lot.

(c) Selection of Community Builders. Developer shall have the sole and absolute discretion to select Community Builders from the Community Builders Pool and to assign such Community Builders to Community Builder Lots. Upon such selection and assignment, Developer shall provide written notice thereof to the Community Builders, those in the Community Builders Pool and the Agency and the selected Community Builder shall no longer be considered part of the Community Builders Pool.

2. **FORM OF PARTICIPATION BY COMMUNITY BUILDER**

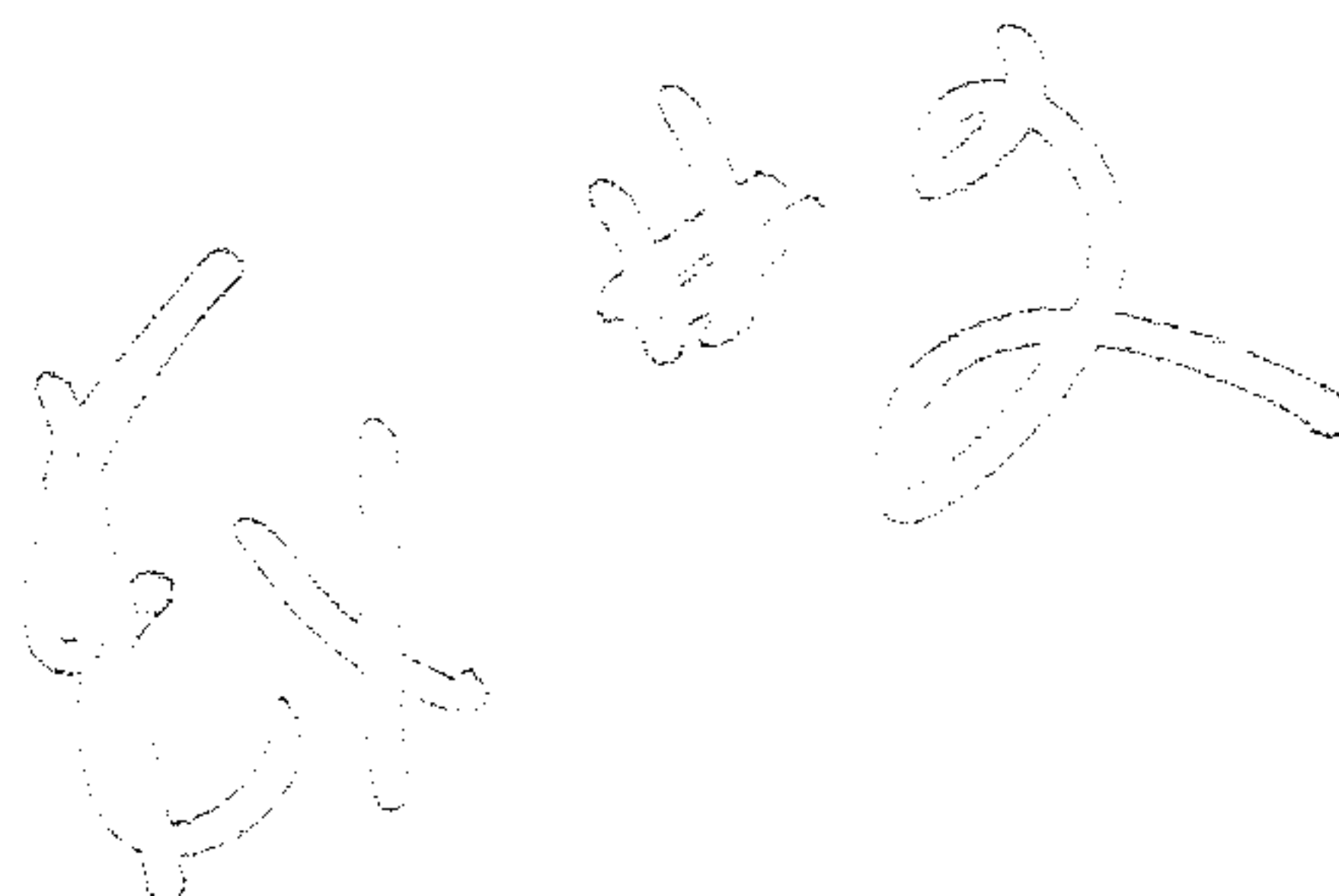
Section 2.1 Independent Community Builder. An “**Independent Community Builder**” is a Community Builder which possesses the capacity to (1) acquire its assigned Community Builder Lot in accordance with the terms set forth in the CAA, (2) negotiate a Vertical CAA mutually acceptable to such Community Builder and the Agency and (3) complete the Vertical Improvements for such Community Builder Lot in accordance with the terms of such Vertical CAA. Under such model, the Independent Community Builder would be solely responsible for acquiring and developing the applicable Community Builder Lot in accordance with the terms of this Agreement, the CAA and the Vertical CAA.

Section 2.2 Joint Venture Community Builder. A “**Joint Venture Community Builder**” is a Community Builder which forms a joint venture with Developer, an Affiliate of Developer and/or a Qualified Buyer (such joint venture, the “**Developer/Community Builder Venture**”) pursuant to a joint venture agreement mutually agreed upon by Developer (or an Affiliate of Developer) and the Community Builder (the “**Developer/Community Builder Joint Venture Agreement**”). The Developer/Community Builder Joint Venture Agreement shall require the Community Builder to contribute a material portion of the anticipated costs of acquiring its assigned Community Builder Lot in accordance with the terms set forth in the CAA and the anticipated costs of completing the anticipated Vertical Improvements for such Community Builder Lot and the return thereon shall be commensurate with the portion so contributed by the Community Builder.

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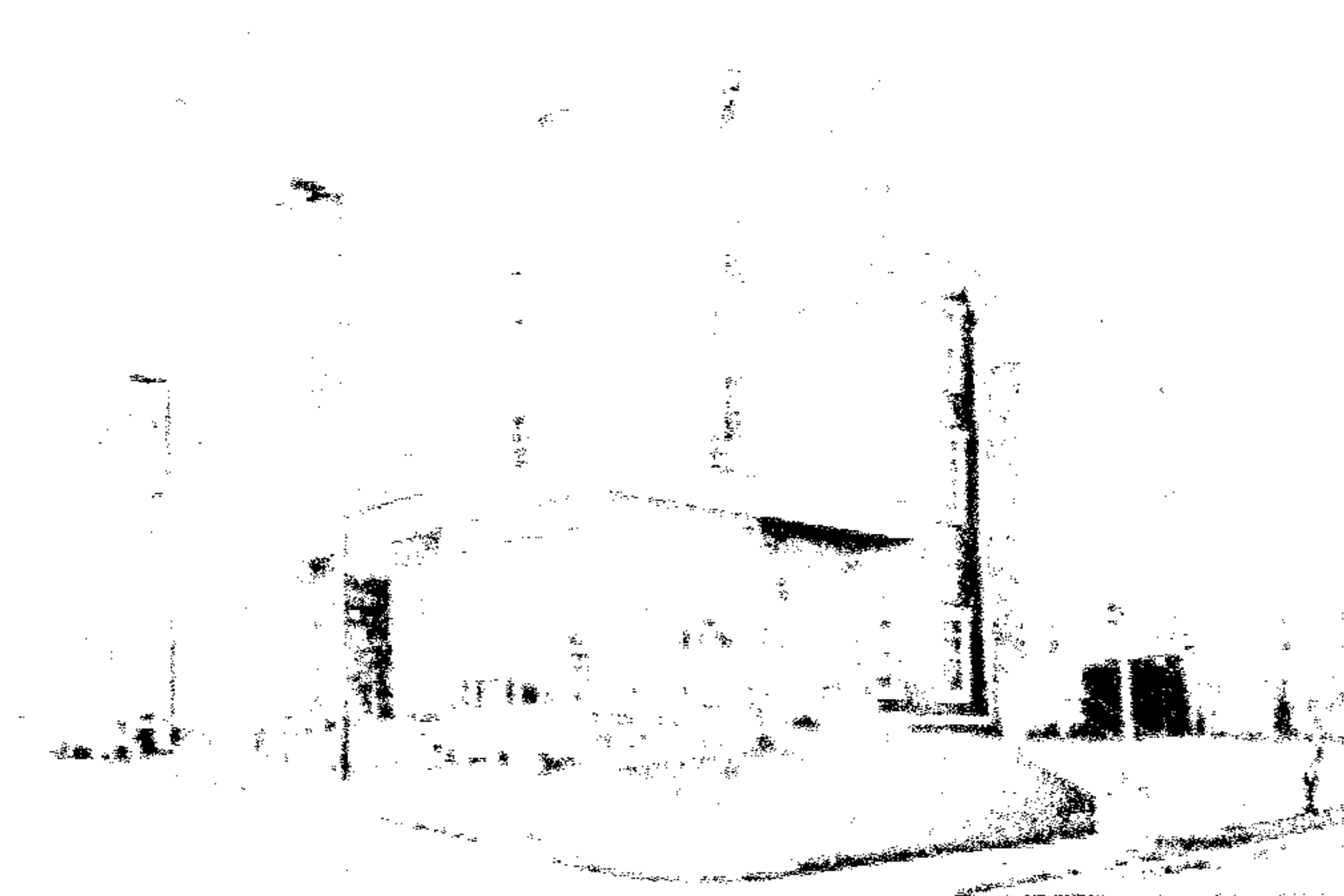


Housing Tour's Focus is Affordability

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Story by [Gale Horton Gay](#)

6/5/2013



A tour of homes usually features high-end properties with lavish furnishings. But a recent tour of homes in Prince George's County had a different focus – affordability.

The Prince George's County Department of Housing and Community Development (DHCD) partnered with Communications Action Network (CAN) and non-profit developer Housing Initiative Partnership (HIP) to host a Parade of Homes during the latter part of May. The event featured 17

communities throughout Maryland, Washington, D.C., and Northern Virginia.

“We are hoping that, by opening our doors around the region to showcase the lovely and affordable properties we’ve created, we can eradicate the negative stereotype of affordable housing as ‘the projects,’” said Maryann Dillon, executive director of HIP. “Our properties are beautiful homes for people with more modest incomes who take pride in where they live.”

In Prince George’s County, about 30 individuals came out to tour Renaissance Square, a 44-unit, green, affordable apartment community in Hyattsville. Designated as a residence “for artists of modest means,” the property has “artist friendly” amenities including a high ventilation work room, music practice room, dance studio, art gallery, bicycle storage room, fitness room, and two rooftop patios overlooking green roofs.

Rents at Renaissance Square range from \$348 a month to \$755 a month for a one-bedroom unit to \$400 to \$929 per month for a two-bedroom unit, depending on the income of the household.

“The challenge for low- and moderate-income employees to find housing that is affordable is growing,” said Michelle Krocker, executive director of the Northern Virginia Affordable Housing Alliance, and one of CAN’s founders. “These workers maintain jobs that are vital to our economy and our quality of life in the metropolitan area.”

Launched in response to the current and growing shortage of housing that’s affordable to a variety of income levels, CAN is a coalition of more than 150 businesses, nonprofits, faith-based organizations and individuals dedicated to sharing research and success stories that promote the positive impact housing affordability has on the economy for both employers and its workforce.

The tri-area event featured single-family homes, multifamily rental housing and homeownership communities.

“Developing and preserving is a county priority,” said Eric C. Brown, director of Prince George’s County DHCD. “The Parade of Homes event gives the public a tangible image of what affordable housing can be.” There’s a stereotypical image that affordable housing doesn’t have good design, amenities and isn’t energy efficient, he said.

Prince George’s housing officials said that there are 249 apartment communities classified by the state as affordable to lower-income households in the county. The website MDHousingSearch.org is a search tool for finding these properties that include residences for families, persons with disabilities and seniors.

Currently HIP has developed two other affordable apartment communities in Prince George's County: HIP’s Artists' Housing in Mt. Rainier and Newton Green Senior Housing in Bladensburg. And there are others being developed. The county’s housing department is in the process of reviewing three affordable housing developments and anticipates that two or three more will be added to the pipeline. Asked if there is an adequate supply of affordable housing in the county, Brown said it depends.

“In some areas there’s enough affordable housing, in other areas there is not enough,” said Brown.

The challenge is being able to preserve affordable housing in key areas where there’s mass transit, he said.

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