

Advisory Neighborhood Commission 5C

Community Agreement

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Applicant Name: Mid-City Financial

Case Number: 1814

Relief Type: Map Amendment, First Stage PUD

On Wednesday, February 18, 2015, Advisory Neighborhood Commission 5C held its regularly scheduled public meeting. By a vote seven (7) commissioners to support, Mid-City Financial, Map amendment and Plan Unit Development for Brentwood Village a/k/a Brookland Manor apartments.

There was no opposition or abstention from the commissioners from ANC 5C during the voting process with the following terms to be met by Mid-City Financial, with the assistance of the District's regulatory bodies and Ward 5 Councilmember; They are as follows:

1. The Developer (also known as Mid-City Financial) agrees to build a Senior Citizen facility for the seniors with first preference given to the residents of Brookland Manor and the Brentwood residents interested in living in the Brentwood Senior facility.
 - 1.1. In the Senior Citizen facility, the Developer shall provide separate entrances for the residents, providing security monitoring by use of card reader, access on the outside of the Senior building for the residents with aesthetically superior design.
 - 1.2. The Developer provide ANC 5C contingency plan for security modifications at the completion of the development to accommodate actual conditions for the safety of the senior residents.
 - 1.3. The Senior Citizen facility should include a community room, fitness center, computer lab and protected courtyard with water feature.
 - 1.4. In the Senior Citizen building and subsidized units, the Developer shall provide modern and efficient apartment configurations to maximize the number of units without compromising tenant comfort.
2. The seniors living in Brookland Manor's property will be able to stay on the property until the Senior Citizen facility is completed.
3. All qualified leaseholders deemed qualified the District of Columbia regulatory body, such as, the DC Housing Authority will be given first preference to return to the development upon completion of the project.
4. The Developer shall use commercially reasonable efforts to secure and control access to the Site, or the portions, thereof, upon construction is occurring.
5. The Developer shall consult with ANC 5C to assure that all reasonable steps are taken to minimize noise and traffic congestion during the construction process.
6. The Developer shall take every measure to protect the property of existing homeowner's. The resident's or homeowner's of the existing homes shall have thirty (30) working days to file a claim of the alleged property damaged to their home due to the shaking or moving of the earth; The Developer shall have thirty (30) working days to do a report regarding the resident or homeowner's claim(s) against damages to their respective property; To make the report public by submitting a copy of the report to ANC 5C and the Ward 5 Councilmember; and to cure all claims regarding damages to the resident's or homeowner's property within sixty (60) working days imposed by the shaking and moving of the earth that cause damages to the resident's or homeowner's property.

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7. The Developer shall in the course of the construction phase perform vibration monitoring once a week and submit the report to the Advisory Neighborhood Commission 5C, Ward 5 Councilmember, and interested regulatory bodies of the District of Columbia.
8. The apartments, condominiums, and townhomes shall have the necessary firewalls in each unit.
9. The Developer shall comply with all applicable local and federal laws, as a result, of the remediation of hazardous substances.
10. The Developer shall comply with the District of Columbia's First Source Agreement by entering into an agreement with the Department of Employment Services for employment opportunities.
11. The Developer shall do no harm to small local business owners and allow some business owners to return if it is their desire to do so in accordance to the needs of the Brentwood community.
12. The Developer shall not lease retail space or portion thereof to an ABC establishment.
13. The Developer shall make every effort to contract with the District of Columbia's local and small business communities.
14. The Developer shall make the realtor's listing available of the townhomes to ANC5C and Ward 5 Council Member's office of homeownership opportunities within the Brentwood communities.
15. The Metropolitan Police Department Fifth District shall be allowed to work part-time after their respective tour of duty ends in the retail portion of the Brentwood development.
16. A percentage of the townhomes shall be designated for first-time homeowners, such as, DC Government employees, DC Firefighters, DC Polices, and DC Teachers.
17. The Developer shall meet monthly with community leadership and ANC 5 to discuss the following:
 - 17.1. The Developer's consideration of ANC 5C recommendations of building construction details regarding waterproofing, sound transmission, durability and life cycle analysis of equipment and materials used, especially for subsidized units.
 - 17.2. The Developer shall make available the materials used, such as, samples, swatches, and renderings that accurately depict actual materials to be used by the Developer to ANC 5C.
 - 17.3. The Developer shall provide a contingency for intermediate traffic studies to be conducted for unforeseen or adverse traffic conditions during the phased construction as well as unforeseen impacts during the completion of the Brentwood project.
18. Because of the malignant and negative connotations of Saratoga Avenue, the residents of the Brentwood community wants Saratoga Avenue renamed.



Chairperson ANC 5C



Recording Secretary ANC 5C



Commissioner, ANC/SMD 5C05