

May 6, 2019

VIA IZIS AND HAND DELIVERY

Anthony Hood, Chairman  
District of Columbia Zoning Commission  
441 4<sup>th</sup> Street, NW  
Suite 200-S  
Washington, DC 20001

**Re: Z.C. Case No. 17-21 – Application of As You Like It LLC (the “Applicant”) for Approval of a Consolidated Planned Unit Development and Zoning Map Amendment for Lot 52 in Square 498 (the “Property”) – Applicant’s Chart of Conditions for Order**

Dear Chairman Hood and Members of the Commission:

On behalf of the Applicant, we hereby set forth the draft conditions relating to the project that are both specific and enforceable, pursuant to 11-X DCMR §§ 308.8-308.10.

<u>Proffered Benefit</u>	<u>Proposed Condition</u>
<u>Superior urban design and architecture</u>  <u>Site Planning and efficient and economical land utilization</u>  <u>Streetscape and public realm improvements</u>	<p><b>A. <u>Project Development</u></b></p> <p>1. The Project shall be developed in accordance with the architectural plans and drawings submitted on March 8, 2019 marked as Exhibits 39E of the record, and as modified by Exhibits 52D – 52H, and 58B of the record (collectively the “<b>Plans</b>”).</p> <p>2. The Property shall be rezoned from the R-3 Zone District to the MU-4 Zone District. Pursuant to 11-X DCMR § 311.4, the change in zoning shall be effective upon the recordation of the covenant discussed in Condition No. E.1.</p>

	<p>3. The Applicant shall have flexibility from the lot occupancy, rear yard, closed court, and penthouse requirements of the Zoning Regulations as shown on the Plans.</p> <p>4. The Applicant shall have flexibility with the design of the PUD in the following areas:</p> <ul style="list-style-type: none"><li>a. To vary the location and design of all interior components, including partitions, structural slabs, doors, hallways, columns, stairways, atria, and mechanical rooms, provided that the variations do not change the exterior configuration of the building as shown on the Plans;</li><li>b. To vary the final selection of the colors of the exterior materials based on availability at the time of construction, provided such colors are within the color ranges shown on the Plans;</li><li>c. To make minor refinements to the locations and dimensions of exterior details that do not substantially alter the exterior configuration of the building or design shown on the Plans. Examples of exterior details would include, but are not limited to, doorways, canopies, railings, and skylights;</li><li>d. To provide a range in the approved number of residential dwelling units of plus or minus ten percent (10%), except that the number of affordable housing units and the square footage reserved for affordable housing shall not be reduced;</li><li>e. To make refinements to the approved parking configuration, including layout and percentage of compact spaces, except</li></ul>
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	<p>that the number of parking spaces shall not be reduced;</p> <p>f. To vary the location, attributes, and general design of the approved streetscape to comply with the requirements of, and the approval by, the DDOT Public Space Division; and</p> <p>g. To vary the streetscaping and landscaping materials on private property within the Project based on availability and suitability at the time of construction or otherwise in order to satisfy any permitting requirements of DC Water, DDOT, DOEE, DCRA, or other applicable regulatory bodies;</p> <p>h. To vary the amount, location, and type of green roof, solar panels, and paver areas to meet stormwater requirements and sustainability goals or otherwise satisfy permitting requirements, so long as the Project achieves a minimum GAR of 0.3 and install solar panels on a minimum of 830 square feet of roof area;</p> <p>i. To vary the final design and layout of the mechanical penthouse to accommodate changes to comply with Construction Codes or address the structural, mechanical, or operational needs of the building uses or systems, so long as such changes do not substantially alter the exterior dimensions shown on the Plans and remain compliant with all applicable penthouse setback requirements;</p> <p>j. To vary the final design and layout of the indoor and outdoor residential amenity</p>
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	<p>spaces to reflect their final design and programming;</p> <ul style="list-style-type: none"><li>k. To vary the font, message, logo, and color of the approved signage, provided that the maximum overall dimensions and signage materials are consistent with the signage on the plans approved by the order and are compliant with the DC signage regulations.</li><li>l. To install a potential mural on the Annex building in the location shown on the drawing dated April 15, 2019 and marked as Exhibit 58A of the Record.</li></ul> <p>5. <b><u>For the life of the Project</u></b>, Developer will reserve the Residential Component as for-sale units.</p> <ul style="list-style-type: none"><li>a. During the initial unit sales effort and to the extent that it is economically feasible at currently projected average sales prices of \$720,000 per unit, the Developer shall impose leasing and resale restrictions to insure that a minimum of 90 percent of the Residential Component units of the Project are sold to purchasers who intend to occupy the units as their primary residence(s). The future condominium documents and bylaws shall include a provision that no less than 80 percent of condominium units in the Residential Component of the Project shall be owner-occupied at any time.</li><li>b. Rentals through Airbnb or other such short term rentals shall be prohibited in the condominium documents and bylaws.</li><li>c. Compliance with the above restrictions shall be demonstrated through evidence</li></ul>
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submitted by Developer prior to the issuance of a certificate of occupancy.

6. **For a minimum period of twenty years beginning from the date of the issuance of the first certificate of occupancy for the Project**, STC shall cause the nonresidential portion of the STC Component to be reserved for use by STC as office, rehearsal, and education uses as well as a costume shop.

a. STC shall not cause or permit the STC Component to be used for retail activity, other than customary and incidental sales related to the mission of STC or another institutional user.

b. STC shall not cause or permit the STC Component to be used for set fabrication activity.

c. STC shall not cause or permit the STC Component to include a black-box theatre or similar dedicated performance space, though the rehearsal and educational spaces may be used for occasional performances related to STC's other programs.

7. **For a minimum period of twenty years beginning from the date of the issuance of the first certificate of occupancy for the Project**, STC shall cause the housing portion of the STC Component ("STC Housing Component") to be reserved as housing for STC actors, fellows, and other staff. STC shall be permitted to also make available the STC Housing Component as housing for other arts organizations. The STC Housing Component may be used for short term housing for the above persons and

	<p>organizations; notwithstanding the foregoing, STC shall not cause or permit the STC Housing Component to include rentals through Airbnb or other such short term rentals.</p> <p>a. During the initial twenty-year period described above, STC shall be permitted to sell all or a portion of the STC Housing Component, but in the event that STC sells such component during this period, the STC Housing Component shall only be sold for use as for-sale housing consistent with Condition 4 of this Order and such units and any related condominium association shall be subject in all respects to the terms and conditions of this Order.</p> <p>b. In the event that STC sells or leases all or a portion of the STC Component of the Project after the expiration of the twenty-year period, STC shall first cause the purchaser(s) and/or lessee(s) to enter into a written agreement whereby the purchaser(s) and/or lessee(s) acknowledges and agrees that the STC Component will remain as a mix of office, arts/design/creation, educational, housing, or similar institutional uses.</p>
<p><u>Affordable Housing</u></p> <p><u>Three Bedroom Units</u></p>	<p><b>B. <u>Public Benefits</u></b></p> <p>1. <u>Affordable Housing.</u></p> <p>a. <b><u>For the life of the Project</u></b>, the Applicant shall set aside a minimum of 8% of the residential gross floor area of the Project (approximately 6,831 square feet of gross floor area) as Inclusionary Zoning Units in accordance with Subtitle C of the</p>

	<p>Zoning Regulations for households earning up to 80% of the Median Family Income, as set forth in the chart below (see chart after Proffers table).</p> <p>b. At least three Inclusionary Zoning Unit shall be three-bedroom units and at least one Inclusionary Zoning Unit shall be a two-bedroom unit;</p> <p>c. The covenant required by D.C. Official Code §§ 6-1041.05(a)(2)(2012 Repl.) shall include a provision or provisions requiring compliance with this Condition;</p> <p>d. Developer will work with the D.C. Department of Housing and Community Development to include the Amidon-Bowen Parent Teacher Association as well as teachers and other staff at public schools within ANC 6D as a part of the marketing efforts for the Project's affordable housing.</p>
<p><u>Environmental and sustainable benefits</u></p> <p>LEED v. 2009 Gold</p> <p>Solar Panels</p> <p>EV Car-Charging Stations</p>	<p>2. <b><u>Prior to the issuance of the first Certificate of Occupancy for the Project</u></b>, the Applicant shall provide the Zoning Administrator with evidence that the Project is on track to secure Gold certification or higher from the U.S. Green Building Council under the LEED-2009 rating system. Within 12 months after the issuance of the first certificate of occupancy for the Project, the Applicant shall submit evidence to the Zoning Administrator that it has secured such Gold certification.</p> <p>3. <b><u>Prior to the issuance of a Certificate of Occupancy</u></b>, the Applicant shall demonstrate that it has designed and constructed solar arrays located on a minimum of 830 square feet of the roof area of the Project.</p>

	<p>4. <b><u>Prior to the issuance of a Certificate of Occupancy</u></b>, the Applicant shall demonstrate that it installed at least two (2) electric vehicle charging stations in the garage.</p>
<p><u>Uses of Special Value</u></p> <p>Construction of Bumpouts</p> <p>Introduction of Public Art</p> <p>Arts partnership with Waterfront Village</p> <p>Discounted STC tickets for Southwest residents</p> <p>Contribution to Amidon-Bowen Parent Teacher Association</p>	<p>5. <u>Bumpouts.</u></p> <p>1. <b><u>Prior to the issuance of a certificate of occupancy for the Project and subject to approval by DDOT</u></b>, Developer agrees to design and install “bumpouts” along 6<sup>th</sup> Street between G Street and I Street as shown in Exhibit 52D, to slow vehicular traffic, discourage “cut-through” traffic, and improve pedestrian safety crossing 6<sup>th</sup> Street</p> <p>6. <u>Public Art</u></p> <p>1. <b><u>Prior to the issuance of a certificate of occupancy for the Project and for so long as STC is located within the Project</u></b>, STC shall develop and install the “art panels” along I Street as shown on the Plans subject to approval by the Public Space Committee.</p> <p>7. <u>Waterfront Village</u></p> <p>1. <b><u>Following the issuance of this Order and the adjudication of any appeals or expiration of the appeals period and for a minimum of twenty years</u></b>, STC will partner with the Waterfront Village to provide access to STC performances. Twice a year, STC will provide the Village with a minimum of thirty tickets to an STC performance, make available transportation to and from the performance, and provide pre- and/or</p>



post-show discussions with STC education staff, artistic staff, or actors.

8. Southwest Night STC Performances

1. **Following the issuance of this Order and the adjudication of any appeals or expiration of the appeals period and for a minimum of twenty years**, STC will create a “Southwest Neighbors” performance for each STC show (i.e. a minimum of six times per year), for which all Southwest residents will be able to purchase deeply discounted tickets (no greater than 33% of regular price). STC shall designate a staff person to be responsible for working with ANC 6D and the Amidon-Bowen and Jefferson Academy PTAs to publicize the event.

9. Amidon-Bowen Parent Teacher Association

1. Not more than 90 days after the issuance of the final order approving the Development and the adjudication of any appeals or expiration of the appeals period, Developer shall contribute \$50,000 via check to the Amidon-Bowen Parent-Teacher Association to fund after-school programs and related facility improvements at Amidon-Bowen Elementary School, with the final programs and improvements to be selected by the PTA. Compliance with this condition shall be demonstrated through evidence submitted by Developer prior to the issuance of a Certificate of Occupancy that (1) Developer has completed the contribution to the PTA and (2) the after-

	<p>school programs and improvements have been or are being provided.</p>
<p><u>Southwest Neighborhood Association Agreement</u></p>	<p><b>C. Benefits Outlined in Southwest Neighborhood Assembly Agreement</b></p> <p>1. <b><u>Following the issuance of this Order and the adjudication of any appeals or expiration of the appeals period and for a minimum period of twenty years,</u></b> STC shall provide the following benefits:</p> <ul style="list-style-type: none"> <li>a. Make available “District Shakespeare” events and activities to Jefferson Academy Middle School, including at least 100 tickets for one performance annually, transportation to and from the performance, pre-show workshops, and professional development for teachers.</li> <li>b. Provide invitations to Jefferson Academy and Amidon-Bowen Elementary School to STC’s performances of <i>A Mini Midsummer Night’s Dream</i> and <i>The Tiny Tempest</i>.</li> <li>c. Invite classes from Amidon-Bowen and Jefferson, as well as community associations, for annual tours of the Lansburgh Theatre, Sidney Harman Hall, and the Project (once completed).</li> <li>d. Reserve four (4) gift certificates for tickets, adult Master Acting Classes, or Camp Shakespeare annually for the Amidon-Bowen PTA and the Jefferson Academy PTA, for PTA special events and raffles, which will be provided upon appropriate request made by organizers of such events to STC and subject to</li> </ul>

	<p>availability (i.e. 2 gift certificates for each program per PTA, annually).</p> <p>e. Coordinate with the Ward 6 Councilmember's office to distribute free tickets to Ward 6 Night Free for All performances at Sidney Harman Hall. Provide tickets for up to 200 residents of Ward 6 annually.</p> <p>f. Provide Southwest Community educators priority invitations to Teacher Appreciation Night at Sidney Harman Hall.</p> <p>g. Make available at least 10 discounted tuition/scholarship spots for Adult Master Acting Classes and Camp Shakespeare for members of the Southwest Community who apply for such discounted tuition by the advertised deadline for same;</p> <p>h. Reserve free tickets, annually, to the Academy of Classical Acting Night showcase performances for the Southwest Community.</p> <p>i. An STC representative will serve on the Duck Pond Advisory Group and, based on the direction of the Advisory Group, STC shall assist and participate in programming of arts events at the Duck Pond.</p> <p>j. Advertise in the Southwester newspaper with at least 4 one-half page advertisements per year (or the equivalent thereof) for a minimum period of 4 years.</p> <p>k. Provide an annual monetary contribution of \$2,500 to the SW ArtsFest for a minimum period of 5 years. In the event</p>
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	<p>that the SW ArtsFest is not held, the contribution shall be reallocated to the Southwest Business Improvement District (SW BID) for improvements to or programming at the Greater Duck Pond/Arts Walk.</p> <ol style="list-style-type: none"> <li>1. Compliance with the above requirements shall be demonstrated through the report set forth in Condition D.9</li> <li>2. <b><u>Following the issuance of a certificate of occupancy for the Project</u></b>, STC shall provide the following benefits: <ol style="list-style-type: none"> <li>a. Provide an Open House at the Project for the Southwest community (including evening tours of the costume shop and rehearsal spaces, with activities for families).</li> <li>b. When such spaces are not in use by STC, STC shall make available assembly spaces and/or conference rooms, education space, or rehearsal space in the Project to organizations of the Southwest community during reasonable weekday evening and weekend daytime hours for community meetings with no room rental charges, provided STC staff is available to open and close the space during the requested meeting time.</li> <li>c. Compliance with the above requirements shall be demonstrated through the report set forth in Condition D.9.</li> </ol> </li> </ol>
<p><u>Mitigations</u></p>	<p><b>D. Mitigations</b></p> <ol style="list-style-type: none"> <li>1. <u>Trash</u></li> </ol>

	<ul style="list-style-type: none"><li>a. The Condo Association and STC shall ensure that the Project will utilize a vendor that undertakes all trash and recycling pickup no more than twice a week.</li><li>b. The Condo Association and STC shall ensure that trash and recycling collection hours will be limited to 10:00 AM to 4:00 PM, Monday through Friday. There will be no trash or recycling collection on weekends.</li><li>c. The Condo Association and STC shall ensure that trash and recycling collection will take place within the Private Driveway rather than in the building's loading dock.</li></ul> <p>2. <u>Deliveries and Loading</u></p> <ul style="list-style-type: none"><li>a. STC shall ensure that the Project will reserve one space within the garage to accommodate the van used for costume shop deliveries.</li><li>b. The Condo Association and STC shall ensure that all other deliveries and moving activity will occur within the loading dock. Deliveries will be limited to 9:00 AM to 5:00 PM. Except in case of an emergency, service vehicles shall be limited to 7:00 AM to 8:00 PM.</li><li>c. The Condo Association and STC shall ensure that all service, delivery, and moving trucks utilizing the loading dock will be limited to 30-foot box trucks or smaller vehicles.</li></ul> <p>3. <u>Noise</u></p> <ul style="list-style-type: none"><li>a. The Condo Association shall ensure that access to the rooftop terrace of the Project</li></ul>
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will be limited to 7:00 AM to 10:00 PM on Sunday through Thursday and 7:00 AM to 11:00 PM on Friday and Saturday.

- b. No amplified music through a loudspeaker will be permitted on the rooftop at any time.

4. Parking

- a. Developer and STC shall ensure that the Project will include 40 on-site parking spaces, including 25 parking spaces for the condominium units and 15 spaces for STC.
- b. STC will ensure that STC staff will also have access to a minimum of 15 off-site parking spaces for daytime parking use by STC, either at Arena Stage or at a similar nearby garage.
- c. STC will notify all guests attending classes, workshops, or events at the site that street parking is extremely limited, and STC will provide information on transit alternatives as well as on nearby parking garages.
- d. Developer will include a provision in all condominium documents advising potential purchasers that the properties will not be eligible for participation in the Residential Parking Permit (“RPP”) program.

5. Curbside Management

- a. Developer and STC will work with DDOT to implement the curbside management plan included in Exhibit 52C, which will accommodate STC’s building entrance and summer camp pickup/drop off needs without reducing the number of RPP spaces on 6<sup>th</sup> Street and without reducing the

number of RPP spaces on I Street by more than two spaces.

6. Pets

- a. Developer shall incorporate a “pet relief area” into the Project to be located on the roof of the Project.
- b. Developer shall ensure that the condominium documents and by-laws require maintenance of the "pet relief area" in the Project.

7. Litter and Maintenance

- a. Prior to the commencement of construction of the Project, Developer shall:
  - i. Conduct patrols and site visits three times a week.
  - ii. Ensure that the sidewalks adjacent to the Property are shoveled and/or treated the morning after any snow or ice event.
  - iii. Provide the name and contact number of its property management person responsible for the Property to UNSW and to ANC 6D.

8. Construction Management

- a. Developer will adhere to the Construction Management Plan included in Exhibit 52C as supplemented by the CMP Addendum included in Exhibit 58A of the Record.

9. Reporting

- a. Report Point for Neighborhood Comment

	<ul style="list-style-type: none"> <li>i. STC will establish and maintain a point of contact to ANC 6D, UNSW, Amidon-Bowen, and Jefferson Academy.</li> <li>ii. The Condo Association will establish and maintain a point of contact to ANC 6D, UNSW, Amidon-Bowen, and Jefferson Academy.</li> </ul> <p>b. For a minimum of twenty years and for so long as STC is located within the Project, STC shall provide ANC 6D with a written, publicly available annual report with respect to the Public Benefits outlined in Conditions B(3) – B(6) above. STC shall continue to evaluate and develop meaningful ways to enhance or supplement these programs based on suggestions and feedback received from ANC 6D, UNSW, the Amidon-Bowen and Jefferson Academy PTAs, and other stakeholders, and STC shall be permitted to modify these programs only as necessary or appropriate to increase efficacy.</p>
<p><u>Effective and Safe Vehicular and Pedestrian Access and Transportation Management Measures</u></p>	<p>10. <u>Transportation Conditions from DDOT</u></p> <p>a. <b><u>For the life of the Project</u></b>, the Applicant shall provide the following transportation demand management (“<b>TDM</b>”) measures:</p> <ul style="list-style-type: none"> <li>i. The Applicant will identify a TDM Leader (for planning, construction, and operations). The TDM Leader will work with residents and tenants of the building to distribute and market various transportation alternatives and options. This includes providing TDM materials to new residents and tenants in a welcome package. At a minimum, the Welcome Package will include the Metrorail pocket guide, Capital Bikeshare coupon or rack brochure, Guaranteed Ride Home (GRH)</li> </ul>



	<p>brochure, and the most recent DC Bike Map.</p> <p>ii. The Applicant will provide TDM leader contact information to DDOT and goDCgo (info@godcgo.com), for both residential and Shakespeare uses, and report TDM efforts and amenities to goDCgo staff once per year.</p> <p>iii. TDM Leaders will receive TDM training from goDCgo to learn about the TDM conditions for this project and nearby available options.</p> <p>iv. The Applicant will post all TDM commitments online, publicize availability, and allow the public to see what commitments have been promised.</p> <p>v. The Applicant will provide website links to CommuterConnections.com and goDCgo.com on property websites.</p> <p>vi. The Applicant will exceed the Zoning Regulations' requirements for bicycle parking. This includes secure 67 long-term bicycle parking spaces and 16 short-term exterior bicycle parking spaces around the perimeter of the site.</p> <p>vii. The long-term bicycle storage room will accommodate non-traditional sized bikes including cargo, tandem, and kids' bikes.</p> <p>viii. The Applicant will install a bicycle repair station within the long-term bicycle storage room.</p> <p>ix. The Applicant will install Transportation Information Center Displays (electronic</p>
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	<p>screens) within the residential and Shakespeare Theater Company lobbies.</p> <p>x. The Applicant will host a transportation event for residents, employees, and members of the community once per year for the first three (3) years after the opening of the building. These could include a walking tour of local transportation options, transportation fair, WABA Everyday Bicycling Seminars, etc.</p> <p>The following TDM components apply to the Residential Component:</p> <p>xi. The Applicant will unbundle all parking from the cost of the lease or purchase of residential units. Parking costs will be set at the average market rate within a ¼ mile, at a minimum.</p> <p>xii. The Applicant will provide 5 shopping carts for resident use to run errands and for grocery shopping.</p> <p>The following TDM components apply to the STC Component:</p> <p>xiii. The Applicant will install a minimum of two (2) showers and four (4) lockers for use by employees and actors.</p> <p>xiv. The Applicant will provide a ride-matching program for employees and actors.</p> <p>xv. The Applicant will post “getting here” information on the arts/culture tenant website for attendees/visitors that includes information about how to travel to the site via Metro, biking, and walking. A</p>
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printable map should also be available and goDCgo can assist with this effort. “Getting here” information will also be disseminated during registration for Shakespeare classes and educational events.

- b. **For the life of the Project**, the Applicant shall provide the following parking management plan:
- i. Residents must purchase parking spaces in the garage. These spaces will be numbered such that residents have a designated space within the garage.
  - ii. Employees must purchase parking passes in the garage or within the designated off-site parking garage.
  - iii. Adults attending classes and actors attending rehearsals will be encouraged to use non-auto modes of transportation and given information on the available options.
  - iv. For those that choose to drive, a list of nearby garages will be distributed, noting that on-street parking is limited and should not be used.
  - v. Special events such as ACA performances will require off-site parking. For such events, STC will identify nearby parking lots and/or garages that may be used for event parking.
  - vi. STC will distribute information about special events parking to attendees of Academy of Classical Acting

	<p>performances and encourage non-auto modes of transportation</p>
<p><u>Loading Management</u></p>	<p>c. <b><u>For the life of the Project</u></b>, the Applicant shall provide the following Loading Management Plan measures:</p> <ul style="list-style-type: none"> <li>i. A loading facility manager will be designated by property management.</li> <li>ii. The loading facility manager will schedule deliveries such that the loading facility's capacity is not exceeded. In the event that an unscheduled delivery vehicle arrives while the facility is full, that driver will be directed to return at a later time when the loading facility will be available.</li> <li>iii. STC deliveries and residential condo owners will be provided with information regarding loading dock restrictions, rules, and suggested truck routes upon purchase.</li> <li>iv. All residential condo owners will be required to schedule move ins and move outs.</li> <li>v. Trucks using the loading facility will not be allowed to idle and must follow all District guidelines for heavy vehicle operation including but not limited to DCMR 20 – Chapter 9, Section 900 (Engine Idling), the regulations set forth in DDOT's Freight Management and Commercial Vehicle Operations document, and the primary access routes listed in the DDOT Truck and Bus Route System.</li> <li>vi. The loading facility manager will be responsible for disseminating suggested</li> </ul>

	<p>truck routing maps to drivers from delivery services that frequently utilize the loading facility. The facility manager will also distribute materials such as DDOT’s Freight Management and Commercial Vehicle Operations document to drivers as needed to encourage compliance with idling laws.</p>
<p><u>Requirement to Record, Timing, Human Rights Act, and Compliance with Conditions</u></p>	<p><b>E. <u>Miscellaneous</u></b></p> <ol style="list-style-type: none"> <li>1. No building permit shall be issued for the PUD until the Applicant has recorded a covenant in the land records of the District of Columbia, between the Applicant and the District of Columbia that is satisfactory to the Office of the Attorney General and the Zoning Division, Department of Consumer and Regulatory Affairs. Such covenant shall bind the Applicant and all successors in title to construct and use the Property in accordance with this Order, or amendment thereof by the Commission. The Applicant shall file a certified copy of the covenant with the records of the Office of Zoning.</li> <li>2. The PUD shall be valid for a period of two years from the effective date of this Order within which time an application shall be filed for a building permit. Construction must begin within three years of the effective date of this Order.</li> <li>3. The Applicant is required to comply fully with the provisions of the Human Rights Act of 1977, D.C. Law 2-38, as amended, and this Order is conditioned upon full compliance with those provisions. In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code § 2-1401.01 et seq.,</li> </ol>

	<p>(“Act”) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination that is also prohibited by the Act. In addition, harassment based on any of the above protected categories is also prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.</p> <p>4. The Applicant shall file with the Zoning Administrator a letter identifying how it is in compliance with the conditions of this Order at such time as the Zoning Administrator requests and shall simultaneously file that letter with the Office of Zoning.</p>
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<b>Residential Unit Type</b>	<b>Gross Floor Area/% of Total*</b>	<b># of Units</b>	<b>Income Type</b>	<b>Affordable Control Period</b>	<b>Affordable Unit Type</b>
Total	85,387/100%	82	Mixed		
Market Rate Units	78,556/92%	77	Market Rate		
Inclusionary Zoning Units	6,831/8%	5	Up to 80% of MFI	Life of the Project	Condominium

Additionally, based on conversations with the Office of Attorney General regarding the Draft Order, set forth below are two changes to the proposed Draft Order in the record at Exhibit 58D:

Southwest Neighborhood Association Agreement Benefits:

- Remove Finding of Fact 25(g)(v) from the “**Project Amenities, Public Benefits, and Sufficiency of the Amenities Package**” section of the Draft Order.
- Create a new section named “**Southwest Neighborhood Association Agreement Benefits**” between the “**Project Amenities, Public Benefits, and Sufficiency of the Amenities Package**” and “**Government Agency Reports**” sections.
- Insert the following text in the new “**Southwest Neighborhood Association Agreement Benefits**” section:

26. The Applicant recommitted to previous benefits discussed with the community related to the Project based on a 2014 Agreement with the community, the Southwest Neighborhood Association (“SWNA”) Agreement. Such benefits include support for the SW Arts Fest, the Duck Pond, and the Southwester paper, free tickets to the Ward 6 Free for All performance, discounted access to STC educational programs such as its Master Acting Classes and Camp Shakespeare, and access to the new STC facilities for community meetings.

These benefits will also include invitations to STC children’s performances of The Tiny Tempest and A Mini-Midsummer Night’s Dream for Amidon-Bowen Elementary School and Jefferson Middle School, tours of the STC facilities for students and teachers, and access to the District Shakespeare program for Jefferson Middle School.

- Renumber the Findings of Fact based on the changes noted above.

Consistency with the Comprehensive Plan:

- Add a new Finding of Fact as 42(g) with the following text:  
(g) Finally, the Main Building is four stories in height and is therefore entirely consistent with the surrounding Moderate Density Residential designation in the Comprehensive Plan. Even if the Annex is inconsistent on its face with the four-story height description for Moderate Density Residential land in the Comprehensive Plan, the Commission finds that there are other policies that justify outweighing this particular line of the Comprehensive Plan. Specifically, because the Annex provides free housing for actors and STC fellows, the additional height is justified by other provisions that call for promoting institutional uses, housing, and artist housing, as follows:

**Policy LU 2.3.5 Institutional Uses** – Recognize the importance of institutional uses, such as private schools, child care facilities, and similar uses, to the economy, character, history, and future of the District of Columbia. Ensure that when such uses are permitted in residential neighborhoods, they are designed and operated in a manner that is sensitive to neighborhood issues and that maintains quality of life. Encourage institutions and neighborhoods to work proactively to address issues such as traffic and parking, hours of operation, outside use of facilities, and facility expansion.

**Policy H 1.1.2 Production Incentives** – Provide suitable regulatory, tax, and financing incentives to meet housing production goals. These incentives should continue to include zoning regulations that permit greater building area for commercial projects that include housing than for commercial projects that do not include housing.

**Policy AC 3.1.1 Affordable Artist Housing** – Include provisions for arts professionals in the District's affordable housing programs. See also the Housing Element for additional policies and actions on affordable and workforce housing. The Mather Building in downtown DC is an example of an affordable livework space for artists. The building had been vacant for over a decade before the Cultural Development Corporation of DC and a private developer renovated it as condos, with the units on the building's second two floors designated for artist live/work space. This development gave artists an opportunity to own their space at a very low cost and enabled them to remain in the District.

Moreover, the benefits associated with the STC Component of the Project and the actors/fellows that will live and work within the Project further Comprehensive Plan policies focused on the impact of arts uses through an increase in arts-oriented education and in a transit-oriented location. This outweighs any inconsistency with the FLUM designation. In addition to LU-2.3.5 cited above, the Project furthers the following policies:

**Policy AC 1.1.5 Siting of Facilities** – Support the siting of arts facilities in locations where impacts upon nearby uses can be most easily managed. Give preference to locations near public transit, or sites where shared parking facilities are available. Conversely, ensure that appropriate parking and transit access improvements are made when arts and cultural venues are developed.

**Policy AC 4.4.1 Arts Education Programs** – Build a stronger constituency for the arts in the District through arts education in K-12 schools including attendance



at arts performances and art exhibitions, and support of adult art programs for persons of all ages and backgrounds. City resources should be used to help promote the strong and diverse arts programs offered by our public schools.

**Policy AC 4.4.4 Participation of Artists** – Support and increase the participation of artists in the District's arts education programs.

**Conclusion**

We look forward to the Commission taking Final Action on this case. Please feel free to contact Dave at (202) 721-1137 or Meghan at (202) 721-1138 if you have any questions regarding this letter.

Sincerely,



David M. Avitabile



Meghan Hottel-Cox

Enclosure

DA:mhc

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Ronald Collins, ANC 6D03  
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## Certificate of Service

The undersigned hereby certifies that copies of the foregoing document will be delivered by first-class mail or hand delivery to the following addresses on May 6, 2019.

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