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The Advisory Neighborhood Commission 4C, at a duly noticed public meeting, with a quorum of 9 Commissioners present at its April 11, 2018, voted, 7 Yeas, 2 Nays, and 0 Abstentions to support the attached Community Benefits Agreement related to the redevelopment of property located at 1125 Spring Road NW, Washington, DC.

On January 10, 2018, at a duly noticed public meeting with a quorum of 9 Commissioners present, the Commission voted, 8 Yeas, 1 Nays, and 0 Abstentions to support the setdown of a Map Amendment Application with several conditions outlined in an attachment to its Form 130 for ZC Case 17-27, including:

- The Development Team and ANC 4C entering into a community benefits agreement prior to the Zoning Commission's approval of the proposed map amendment.
- The Development Team's implementation of an inclusive, effective outreach process regarding the redevelopment in order to gain meaningful input to inform the community benefits agreement.
- The Development Team's commitment to physically flyer all occupied properties within ¼ mile of the development site for the final community meeting(s), as determined necessary by the ANC, to discuss the draft community benefits agreement. These flyers should be written in both English and Spanish and be passed out with a minimum notice of 10 calendar days prior to the meeting dates.
- The Development Team's creation of a public website to provide construction and other significant updates on the status of the redevelopment to the local community.

As of April 11, 2018, the Development Team has met the above conditions.

As noted in its January 10, 2018 attachment to the Setdown Form, the Commission expresses its support for the proposed map amendment to permit the development team to move forward with implementation of the Spring Flats project proposal.

Sincerely,

Bennett Hilley

Chairperson, ANC 4C

Single Member District 4C06



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COMMUNITY BENEFITS AGREEMENT

This Community Benefits Agreement (“Agreement”) is made as of this 11th day of April 2018, by and between Spring Flats MD, LLC (the “Developer”), Advisory Neighborhood Commission (“ANC”) 4C, and ANC 1A (collectively, the “Parties”) for the purpose of detailing the community benefits related to the redevelopment of property located at 1125 Spring Road NW, Washington DC (Lots 804 and 807 in Square 2902) (the “Property”).

ARTICLE I

WHEREAS, the Property is presently improved with a vacant community health care center formally known as the Hebrew Home for the Aged (the “Hebrew Home”), the former Paul Robeson School that was most recently used for mental health treatment and education, and a small utility/chiller building. The Property is also comprised of a parking lot and a closed portion of 10th Street, NW;

WHEREAS, the Hebrew Home is listed in the DC Inventory of Historic Sites and is on the National Register of Historic Places;

WHEREAS, on December 15, 2017, the Developer filed an application with the Zoning Commission of the District of Columbia (the “Zoning Commission”) for a Zoning Map amendment to rezone the Property from the RF-1 District to the RA-2 District (the “Map Amendment Application”);

WHEREAS, on January 25, 2018 the Historic Preservation Review Board (the “HPRB”) approved the application filed by the Developer for the renovation and adaptive reuse of the Hebrew Home to accommodate up to 90 affordable housing units for seniors, plus administrative offices and resident amenity spaces (the “HPRB Concept”). As part of the project, the former Paul Robeson School and the utility/chiller building would be razed and replaced with new residential construction.

WHEREAS, on January 10, 2018, at its regularly scheduled, duly noticed meeting, with a quorum of Commissioners and the public present, ANC 4C voted to confirm recommendation of approval of the HPRB Concept and the Map Amendment Application and to adopt this Agreement;

WHEREAS, the Parties to this agreement have conducted extensive community outreach including but not limited to three community meetings organized by the

Development Team and several small group meetings with adjacent neighbors and other groups including the Petworth Action Committee;

WHEREAS, in consideration of the Parties' support of the HPRB Concept, the Map Amendment Application and the Developer's redevelopment of the Property, the Parties desire to enter into this Agreement relating to the Property; and

WHEREAS, with the following conditions in mind, the Parties agree to support the HPRB Concept, the Map Amendment Application and the Developer's redevelopment of the Property, and the organizations and their members agree to not oppose the redevelopment of this Property in any other forums.

ARTICLE II

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual conditions set forth below, the Parties agree as follows:

1. Design Review.

- a. Community Consultation. The Parties acknowledge that the Developer has met a number of times with representatives of the immediate community to ensure that the design of the project is one of exemplary architecture. The Parties agree that the HPRB Concept and the architectural plans reflect the input provided by ANC 4C, ANC1A and others at various meetings and the Developer has agreed to return to the ANCs for design review prior to permit submission. By signing this Agreement, the Parties acknowledge their support, subject to the final design review, of the HPRB Concept and the architectural plans.

2. Employment Opportunities.

- a. First Source Employment Agreement. The Developer commits to the following employment provisions for redevelopment of the Property:
 - i. The Developer shall comply with the First Source Agreement it entered into with the Department of Employment Services pursuant to D.C. Official Code §§ 2-219.03, et seq., and Mayor's Order 83-265 (November 9, 1983) regarding job creation and employment generated as a result of the construction of the Project; and
 - ii. The Developer shall hold construction job fairs at community locations in Ward 1 and Ward 4.
- b. Davis-Bacon. The Developer shall adhere to Davis-Bacon Federal Wage

Requirements Law requiring that all laborers working on the project be paid the “prevailing wage” for the trade area as defined by the U.S. Department of Labor.

3. Certified Business Enterprise (“CBE”) Participation.

- a. The Developer shall comply with the Certified Business Enterprise Utilization and Participating Agreement entered into with Department of Small and Local Business Development pursuant to the Small and Certified Business Enterprise Development and Assistance Act of 2005, D.C. Official Code §§ 2-218.01 et seq., as amended, and its implementing regulations.

4. Public Updates.

- a. Website. The Developer shall maintain a website with regular updates of scheduled activities throughout the construction phase of development of the Property.

5. Additional Project Community Contributions.

- a. Affordable Housing. The Developer shall redevelop the Hebrew Home to have approximately 88 senior affordable units, and construct (i) a new residential building consisting of approximately 87 residential units (approximately 66% affordable), and (ii) ten new townhomes (approximately 3 affordable). In total, approximately 80% of the residential units in the overall project will be affordable dwelling units reserved for qualified tenants at the Median Family Income (“MFI”) levels. The development will also include a total of approximately 76 parking spaces, all subject to zoning and permit approvals.
- b. 10th Street NW and Other Related Improvements. The Developer shall make public space improvements to the portion of 10th Street, NW that is within the Property’s boundaries by upgrading and activating it as a multimodal link to the north and south. The Developer intends to turn over this portion of 10th Street to DDOT for public use after completion of the improvements. Subject to DDOT approval, Developer shall include landscaping and historic lighting on 10th Street NW between Spring Road and Quincy. Developer will solicit community feedback regarding landscaping and lighting for this area as well as the alleyway between the

project site and Quebec Place prior to submitting to DDOT for approval.

- c. Spring Road. Subject to DDOT approval, Developer shall make its best efforts to include historic lighting along the street frontage for the Hebrew Home.
- d. Historic Park. The Developer shall redevelop the existing open space along Spring Road between the Hebrew Home and the adjacent Jewish Social Services Agency building (located at 1131 Spring Road, NW) to create a new pocket park accessible to the public. The park design will include lighting, security cameras, small passive-use spaces with minimal plantings, including for nesting birds, and a new ADA ramp and access stair to provide access to the park from Spring Road, all subject to review and approval by HPRB. In addition, subject to review and approval by HPRB:
 - i. The park will be closed at night;
 - ii. There will be a clean-up or maintenance plan for the park;
 - iii. Trash and recycling receptacles will be present; and
 - iv. There will be a grassy open playing area and seating options are to be kept clean of graffiti.
- e. Public Art. The Developer shall provide public art for the project. The Developer and ANCs will agree on a selection process that includes community participation and feedback. The Developer will have final approval of both the appearance and location.
- f. Sustainability. The Developer shall construct the project in compliance with the Green Building Act of 2006, D.C. Official Code §§ 6-1451.01 *et seq.*, as amended, and the regulations promulgated therewith. There will be green elements on the site and type of storm water management will be subject to the final design requirements and approvals needed from the District of Columbia.
- g. Other Benefits. The Developer agrees to the following:
 - i. Maintenance plan for site that includes the pick-up of litter (from sidewalk, etc.) on project site at least twice a week. The Developer will provide a written plan;
 - ii. Provision of public bike racks on site (but not to take up space set-aside for parking);
 - iii. Provision of one car-share space in the building's residential

- parking level for prospective car-share providers;
- iv. Provision of an historic marker or history board with images and text describing significance of the former Hebrew Home for the Aged as well as a short background on the history of the immediate neighborhood;
- v. If found to be feasible after coordination with the appropriate DC agencies, Developer agrees to work with the District as appropriate for improvements to Raymond Educational Campus parking lot to increase safety and use by Raymond Recreation Center users;
- vi. Funding support from or on behalf of Developer for up to \$15,000 for local nonprofit organization(s) to be identified in collaboration with ANC1A and ANC4C for workforce development of local residents of Ward 1 and Ward 4. The funding will be provided to a local organization(s) that specializes in providing and/or administering these services; and
- vii. Targeted housing outreach efforts about leasing and homeownership opportunities for employees at nearby institutions, including, but not limited to:
 - 1. Raymond Education Campus;
 - 2. Breakthrough Montessori;
 - 3. Dorothy I. Height Elementary;
 - 4. Powell Elementary;
 - 5. Roosevelt High School;
 - 6. E.L. Haynes Public Charter School;
 - 7. Raymond Recreation Center;
 - 8. Metropolitan Police Department, nearby districts;
 - 9. Harriet Tubman Elementary;
 - 10. Bruce Monroe Elementary; and
 - 11. Fire Stations at 3420 14th St NW and 1338 Park Rd NW.
- h. The Paul Robeson Community Room. The Developer shall provide public access to the ground floor community room within the new construction on the Property for events held or hosted by the signatory organizations and non-profits located within one mile of the project site, with a scheduling process to be mutually agreed to by the Developer, the property manager, and the signatory organizations. These organizations will be able to use the room for a maximum of forty hours each month. Reservation and use of the community room shall be subject to rules and requirements, including that any organization utilizing the community

room will be responsible for any costs associated with cleaning and providing insurance for use of the room during its event. The space shall have free Wi-Fi access and a smartboard with a screen size of at least 80 inches with cables to allow connection to a computer. In addition, the community room shall bear the name of Paul Robeson, in consideration of the former Paul Robeson School on site.

[SIGNATURES ON FOLLOWING PAGE]

In witness hereof, the Parties hereto have duly executed and delivered this Agreement as of the date first above written. This Agreement can be signed in counterpart.

DEVELOPER

Spring Flats MD LLC, a limited liability company

Name:

Title:

Date:

Advisory Neighborhood Commission 4C



Name: Bennett Hilley

Title: Chairperson, ANC 4C

Date: April 13, 2018

Advisory Neighborhood Commission 1A

Name: Kent Boese

Title: Chairperson, ANC 1A

Date: