



ADVISORY NEIGHBORHOOD COMMISSION 6B PLANNING AND ZONING COMMITTEE
Virtual Meeting
September 7, 2020, 7:30 p.m.

Commissioners: Samolyk, Sroufe, Ready, Oldenburg, Holtzman, Holman (Chair), Waud, Jayaraman
Resident Members: Friedman, Dierlam, Jarboe, Danks, Ryan, Thomas, Campbell

1. **28 9th St SE HPA 20-417. Owner: Ellen Waterhouse. Architect: Albert Hooper. Concept: Rooftop Addition.**

[6B05]

The applicant presented plans for small rooftop third floor addition and slight regrading of the roof. There was long discussion about the visibility and impact on privacy of an adjacent property owner. The committee found the concept consistent with the intent of the guidelines and regulations and recommends the ANC support this application, with encouragement to engage with neighbor on the south-facing window and railing.

Motion [Holzman/Read]: Unanimous and on consent, pending confirmation from HPO that the addition is not visible.

2. **610 A St SE. HPA 20-464. Owner: Chris and Jane Lucas. Architect: Jennifer Fowler. Concept: Three-story rear addition, alterations to existing accessory garage structure.**

The committee hearing from the owners, architect, and multiple neighbors regarding an three-story rear and third-story rooftop addition. Project is by-right zoning and not visible from A street SE, though will be visible through an opening on 6th Street SE. The applicant and neighbors had a thorough discussion and committed to working together after the meeting. The committee noted there were few arguments against the project on looking strictly at the regulations and guidelines, but wanted to ensure the full commission could hear this case and the outcome of the discussions and did not take a vote.

No vote, kicked to Full ANC

3. **712 E Street SE HPA 20-. Architect: Ray Novitskie. Concept: Third-story addition.** No show.

The applicant presented concept plans to add a third story to the current Capitol Hill Auto Repair and changes to the first floor façade to remove the garage doors. The building will be first floor office/retail and the upper floors will be 13 residential units. The applicant has been working with neighbors on the 400 block of 7th Street SE and certain choices have carried through, specifically for an internal trash room and no roof decks. The committee found the design consistent with the history of the building and recommends the full ANC support the project noting that the size of the trash room should be increased.

Motion [Ready/Jayaraman] Unanimous and on consent, with comment to increase trash room

4. **ZC 20-06. 1333 M Street SE PUD**

The committee made a series of changes to the MOU and report from the subcommittee. Specifically to change the MOU to \$250,000 to Capitol Hill Village, to request the 2 bedroom IZ units be made available at 50% MFI, to alter the hours of public accessibility, and other small changes. The MOU has been sent to the developer and we're waiting for a reply.

Motion [Jayaraman/Holtzman] approved 12-0-0 (Oldenburg, Dierlam, Thomas had left by the vote)



**MEMORANDUM OF UNDERSTANDING
REGARDING 1333 M STREET, SE**

This Memorandum of Understanding (“MOU”) is made as of this _____ day of _____, 2020, by and between Felice Development Group (“Developer”), and Advisory Neighborhood Commission (“ANC”) 6B (the “ANC”). Developer and ANC 6B are together referred to herein as the “Parties.”

RECITALS

1. Developer has filed an application with the Zoning Commission of the District of Columbia (the “Zoning Commission”) for (1) a first-stage planned unit development (“PUD”), (2) consolidated PUD and (3) related Zoning Map Amendment from the PDR-4 Zone to MU-9 Zone (the “Application”), for that certain 3-acre parcel located at 1333 M Street, SE, and is more particularly described as Square 1025-E, Lot 802, Square 1048-S, Lots 1, 801, 802, RES 129 and RES 299 (the “Property”).
2. The Application has been assigned Zoning Commission Case No. 20-06.
3. Approval of the Application will facilitate the redevelopment of the Property with a mixed use development that consists of two buildings with approximately 786,160 square feet of residential floor area generating approximately 900 dwelling units, and approximately 44,000 square feet of retail/non-residential use (the “Project”). The Project will have a maximum building height of 130 feet, a maximum lot occupancy of 63.1%; and a maximum density of 6.17 FAR.
4. The Developer has presented the Application to the ANC at its meeting on April 20, 2020, and has participated in subsequent ANC subcommittee meetings on June 24, July 2, July 29, and August 19.
5. As a condition of the ANC’s support of the Application, the Developer and the ANC desire to enter into this MOU upon the terms below.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Affordable Housing. The Applicant shall reserve 12% of the Project’s gross residential floor area for households with incomes not exceeding either 50% or 60% of the median family income. All 2-bedroom IZ units shall be affordable at 50% MFI.
2. Public Space Improvements. Prior to issuance of the first certificate of occupancy for the Project, the Applicant shall construct the following improvements in public space and/or for the use by the public.
 - a. M Street. The Applicant will relocate the Anacostia Bike Trail to the north side of M Street in order to provide a better connection to the existing trail to west. The Applicant will reconstruct the bike trail to DDOT’s current standard width of 10 feet.



- b. Virginia Avenue. The Applicant will re-establish Virginia Avenue and construct the roadway to current DDOT standards and will include bioretention facilities.
 - i. Preliminary Design Review Meeting. Applicant agrees to invite the SMD Commissioner, ANC Chair, and chair of ANC Transportation Committee (if applicable) to the PDRM meeting related to Virginia Street SE with at least one week's notice.
 - c. Arrival Plaza. The Arrival Plaza will be improved with an expansive green lawn and function as a pedestrian promenade and plaza. The Applicant shall maintain the improvements in the Arrival Plaza for the life of the project.
 - d. Waterfront Plaza. The Waterfront Plaza at the terminus of Virginia Avenue will include a monumental staircase and accessible walkways, and is designed to accommodate outdoor dining, small gatherings, art fairs, a farmers' market and other similar community activities. The Applicant shall maintain the improvements in Waterfront Plaza for the life of the project.
 - e. 14th Street Corridor Plaza. The 14th Street Corridor Plaza is designed to provide connectivity between the proposed Southeast Boulevard Pedestrian Bridge and the lower Retail Promenade and Water Street. The Applicant shall maintain the connectivity for the life of the project.
 - f. Lower Retail Promenade. The Lower Retail Promenade will be improved with a great lawn and provide access to Water Street and the Anacostia Bike Trail. The Applicant shall maintain the Lower Retail Promenade for the life of the project.
 - g. Water Street SE. Water Street SE between 12th Street SE and M Street SE will be designed as a Neighborhood Greenway. Applicant shall install signage, paint, traffic calming items, or other infrastructure are directed by DDOT.
 - i. Preliminary Design Review Meeting. Applicant agrees to invite the SMD Commissioner, ANC Chair, and chair of ANC Transportation Committee (if applicable) to the PDRM meeting related to Water Street SE with at least one week's notice.
3. Vehicular and Bicycle Parking. The Developer agrees to withdraw its request for flexibility from the vehicular parking spaces and bicycle parking requirements. The Project shall provide the minimum number of vehicular and long-term and short-term bicycle parking spaces required by the Zoning Regulations.
 4. Environmental. The PUD shall include the following sustainable design elements/features:



- a. Riparian oriented plant material for areas in close proximity of the waterfront to mitigate stormwater runoff and tolerate flood events.
- b. Bioretention planters strategically placed throughout the streetscapes and interior open spaces in order to collect, filter, and detain runoff in close proximity to each planter.
- c. Extensive and intensive green roof systems incorporated on the building terraces to collect, filter, and detain stormwater runoff.
- d. Permeable paver street parking spaces in order to collect, filter, and detain runoff.
- e. Project shall achieve a Green Area Ratio no less than 0.225.
- f. All buildings shall be designed to LEED Gold equivalent.
- g. The West Tower of Building 1 will include solar panels that are sufficient to generate at least one percent of the energy for the building.
- h. The roof of building 2 shall include a garden or other green roof infrastructure that is [WILL COORDINATE WITH LANDSCAPE ARCHITECT ON THRESHOLD].

5. Transportation Demand Management

- a. A one-year bikeshare membership for each residential unit at initial occupancy.
- b. Fund and install a 23-dock Capital Bikeshare (CaBi) station with 12 bikes and fund one year of maintenance and operations costs.
 - i. Bikeshare station shall be sited in such a way to allow expansion of the dock up to 47 docks, being free and clear of obstructions such as utility access holes, trees, or other locations that would prevent expansion of the station.
- c. Provide a bicycle repair station in the garage.

6. Operations

- a. The following uses, even though permitted as a matter of right, with a special exception, or with a variance in the MU-9 zone district are not permitted on the Property:
 - 1. Sexually-Oriented Business Establishment as defined in Subtitle B, Sec. 100.2;
 - 2. A check-cashing establishment;
 - 3. A pawnbroker;
 - 4. A nightclub as defined by the Alcoholic Beverage Regulation Administration; and



5. Firearm Sales.

- b. The open space and green areas on the Property identified as Waterfront Plaza, Arrival Plaza and the 14th Street Corridor as well as the open space and green areas adjacent to Water Street shall be accessible to the public at all times. Public access to the open space adjacent to the Lower Level Retail as well as the building elevators and lobby areas may be limited to 6 a.m. to 9 p.m. *Sidewalk Café locations limited on upper retail plaza*

- 7. Adult Day Center Proffer: Since Developer didn't support an onsite Adult Day Center, prior to the issuance of a building permit, the Applicant agrees to make a monetary contribution in the amount of \$250,000.00 to a non-profit to fund services related to securing a site for an adult daycare center in Ward 6, as detailed in exhibit 33 .
- 8. Community Liaison. Developer will establish a Point of Contact (POC) to serve as a community liaison. The POC's duties will include, but are not limited to, answering community questions regarding the project and solving issues arising from construction. The POC's contact information will be widely available throughout the community.
- 9. Construction Committee. Developer shall establish a committee no later than issuance of the building permit that will consist of two ANC commissioners and two appointed residents of ANC 6B, meeting monthly as necessary. The committee shall be provided with all public space construction and occupancy permits for review and comment prior to approval from a District agency. The committee shall be dissolved at the issuance of the final Certificate of Occupancy for the Stage 1 building or the expiration of the public space permits, whichever comes later.
- 10. Construction Email Group. Before the beginning of construction, applicant agrees to contact via email the Historic Anacostia Boathouse Association and Anacostia Community Boathouse Association and flyer residences and businesses on the following blocks with an estimated start date of construction and a link to join an email group for the project. The applicant agrees to provide updates on construction progress at least once every two weeks and be responsible for monitoring discussion on the e-mail group. *Add pile driving notice here.*
 - a. Potomac Avenue, SE: 800-1300 (south side)
 - b. Pennsylvania Avenue, SE: 1400-1500 (south side)
 - c. I Street, SE: 1000-1200 (south side)
 - d. Ives Place, SE: 1300-1400
 - e. K Street, SE: 1100-1500
 - f. L Street, SE: 800-1400
 - g. 9th Street, SE: 1100
 - h. 10th Street, SE: 1100
 - i. 11th Street, SE: 900
 - j. 12th Street, SE: 900



- k. 13th Street, SE: 900-1000
- l. 14th Street, SE: 900-1000
- m. 15th Street, SE: 900-1000

11. Trash Storage and Removal. The Project shall include an indoor climate-controlled retail and residential trash storage areas, as shown on Sheets ___ of the PUD plans. The trash will be collected _____. *Ensure Trash Room in building 2 is sufficiently large*

12. Construction Operations

- a. Pile-driving activity shall not begin before 9:30 AM and will end no later than 5:30 PM. Two weeks prior to the scheduled beginning of pile driving, the applicant shall notify via flyer all residences on the 1300 and 1400 blocks of L Street, SE and the 1000 blocks of 13th, 14th, and 15th Streets, SE and boathouses
- b. During all phases of construction, vehicular access to the boathouses along Water Street, SE shall be maintained at all times.
- c. During all phases of construction, pedestrian and bike access adjacent to the Property shall be maintained.
- d. The Single Member District Commissioner provides approval, if required by DCRA, of after hours permit requests for Sunday and holiday work, as long as work is contained to building interiors and limited unloading, staging, and loading.
- e. Applicant will maintain at least one sign on M Street, SE directing construction traffic to use Southeast Boulevard or the 11th Street Bridge to exit the site.

13. ANC Support of Project. The ANC shall formally support the Application at all public hearings and other related processing of the Application before the Zoning Commission. The terms and provisions of the MOU are further conditioned upon final approval of the Application by the Zoning Commission as evidenced by the issuance of a final written order by the Zoning Commission and the expiration of all applicable appeal periods. Further, the ANC shall support or not oppose any future applications submitted by the Developer to District agencies to entitle the Project, including but not limited to application(s) to the Zoning Commission regarding the PUD, application(s) to DDOT for public space approvals, and applications to DOEE.

14. Incorporation into PUD Order. The Parties will ask the Zoning Commission to incorporate each provision herein in an order concerning the subject property. Any provision not so incorporated by the Zoning Commission into an order concerning the Property shall be fully enforceable between the Parties (Privately-Enforceable Provisions). Any disputes arising out of or related to Privately-Enforceable Provisions shall be decided by binding arbitration between the Parties in the District of Columbia pursuant to the rules of the



American Arbitration Association. The Parties agree that they will comply with any arbitral decision within the time provided in the decision or, if no time for compliance is set therein, within 15 calendar days. The Parties agree that this Amended Agreement is intended to benefit residents of the area within the jurisdiction of ANC 6B (“ANC Residents”); accordingly, the Parties agree that any such ANC Resident is to be considered a third-party beneficiary of this Amended Agreement for the purposes of ensuring arbitral decisions arising out of or related to it (Arbitral Decisions) are enforced, and that any such ANC Resident may file suit in a Superior Court of the District of Columbia, or, if jurisdiction is otherwise proper there, in the United States District Court for the District of Columbia, to enforce an Arbitral Decision. Any ANC Resident who initiates suit to enforce an Arbitral Decision and who substantially prevails shall be entitled to an award of reasonable attorney fees. For avoidance of doubt, this Paragraph 10 shall not authorize lawsuits by residents of ANC 6B for any purpose other than enforcing an arbitral order in favor of ANC 6B.

15. Amendment. The Parties hereto reserve the right to amend this document at any time with the written agreement of all Parties.
16. Severability. This MOU and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the District of Columbia. If any term, provision, covenant or agreement contained herein, or the application thereof to any person or circumstances, shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this MOU or the application of such term, provision, covenant or agreement to the persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
17. Binding Effect. This MOU is binding upon and shall inure to the benefit of the heirs, successors, assigns, parents, subsidiaries, affiliates and related entities of the Developer and ANC 6B. In the event that the boundaries of the ANC change such that the Property is no longer within ANC 6B, the provision of this MOU shall inure to the benefit of the successor ANC.
18. Authority to Execute. Each of the parties executing this MOU represents and warrants to each of the other parties hereto that: (i) it has the full power and authority to enter into this MOU and to consummate the transaction described herein without obtaining any further approvals or consents, and (ii) the entering into of the MOU will not constitute or result in a violation or breach by any such party of any judgment, order, write, injunction or decree issued against or imposed upon it or any agreement to which it is a party or by which it is bound.
19. Counterparts. This MOU may be executed in counterparts and via original or facsimile signature.

Felice Development Group

By: _____
Date: _____

Advisory Neighborhood Commission 6B



By: _____
Date: _____

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Commission into an order concerning the Property shall be fully enforceable between the Parties (Privately-Enforceable Provisions). Any disputes arising out of or related to Privately-Enforceable Provisions shall be decided by binding arbitration between the Parties in the District of Columbia pursuant to the rules of the American Arbitration Association. The Parties agree that they will comply with any arbitral decision within the time provided in the decision or, if no time for compliance is set therein, within 15 calendar days. The Parties agree that this Amended Agreement is intended to benefit residents of the area within the jurisdiction of ANC 6B (“ANC Residents”); accordingly, the Parties agree that any such ANC Resident is to be considered a third-party beneficiary of this Amended Agreement for the purposes of ensuring arbitral decisions arising out of or related to it (Arbitral Decisions) are enforced, and that any such ANC Resident may file suit in a Superior Court of the District of Columbia, or, if jurisdiction is otherwise proper there, in the United States District Court for the District of Columbia, to enforce an Arbitral Decision. Any ANC Resident who initiates suit to enforce an Arbitral Decision and who substantially prevails shall be entitled to an award of reasonable attorney fees. For avoidance of doubt, this Paragraph 10 shall not authorize lawsuits by residents of ANC 6B for any purpose other than enforcing an arbitral order in favor of ANC 6B.

34. Amendment. The Parties hereto reserve the right to amend this document at any time with the written agreement of all Parties.
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37. Authority to Execute. Each of the parties executing this MOU represents and warrants to each of the other parties hereto that: (i) it has the full power and authority to enter into this MOU and to consummate the transaction described herein without obtaining any further approvals or consents, and (ii) the entering into of the MOU will not constitute or result in a violation or breach by any such party of any judgment, order, write, injunction or decree issued against or imposed upon it or any agreement to which it is a party or by which it is bound.
38. Counterparts. This MOU may be executed in counterparts and via original or facsimile signature.

Felice Development Group

By: _____

Date: _____



Advisory Neighborhood Commission 6B

By: _____

Date: _____