

**Capital City Public Charter School
3047 15th Street, NW
Washington, DC 20009**

**NOTICE OF REQUEST FOR PROPOSALS:
TECHNOLOGY CONSULTING/CONTRACT SERVICES**

Capital City Public Charter School, a public elementary/middle school for approx. 236 children in grades pre-K through eighth, seeks proposals, in accordance with D.C. Code section 38-1802.04(c)(1)(A), to provide the following --

Technology consulting or contract services to manage network administration (Mac OS-X), database management, and training of teachers in technology integration.

One contract for all services preferred. Part-time (8 to 16 hours per week in total).

Interested individuals and companies may obtain additional information by contacting Anne Herr at (202) 387-0309 or by fax (202) 387-7074. Final bids are due by 12:00 noon, Wednesday, June 14, 2006.

DISTRICT OF COLUMBIA HOUSING AUTHORITY BOARD OF COMMISSIONERS
--

1133 NORTH CAPITOL STREET, NORTHEAST
WASHINGTON, D.C. 20002-7599
202-535-1500

NOTICE OF PUBLIC MEETINGS

THE REGULAR MEETINGS OF THE BOARD OF COMMISSIONERS OF THE DISTRICT OF COLUMBIA HOUSING AUTHORITY ARE HELD IN OPEN SESSION ON THE SECOND WEDNESDAY OF EACH MONTH. THE DATES AND TIMES OF THE MEETINGS FOR THE YEAR 2006 FOLLOWS.

January 11, 2006	<u>CANCELLED</u>	1:00 p.m.
February 8, 2006		1:00 p.m.
March 8, 2006		1:00 p.m.
April 12, 2006		1:00 p.m.
May 10, 2006		1:00 p.m.
June 14, 2006		1:00 p.m.
July 12, 2006		1:00 p.m.
August 9, 2006	<u>CANCELLED</u>	1:00 p.m.
September 13, 2006		1:00 p.m.
October 11, 2006		1:00 p.m.
November 8, 2006		1:00 p.m.
December 13, 2006		1:00 p.m.

A copy of the draft agenda for each meeting is posted in the lobby at 1133 North Capitol Street, N.E.

Howard Road Academy
701 Howard Road, S.E.
Washington, D.C. 20020

REQUEST FOR PROPOSAL

Mosaica Education, Inc. and the Howard Road Academy Board of Directors invite proposals for Pre-plated meals service for the National School Lunch and Breakfast Programs for Howard Road Academy, Washington D.C.

Proposals are to be received at Mosaica Education Inc. to the attention of the Purchasing Manager, Stefanie Noffsinger, at 100 Wall St. 9th Floor, New York, NY 10005, on **June 5, 2006 through June 19, 2006**, and not later than, 5 PM, at which time they will be privately opened and read. Bid specifications may be obtained by contacting Stefanie R. Noffsinger, Manager of Purchasing at 212-232-0305 ext. 217.

REQUEST FOR PROPOSAL
FOR A PRE-PLATED MEALS PROGRAM
Upcoming School Year 2006-07

*For Mosaica Education, Inc.
Howard Road Academy:*

SCHOOL LUNCH and BREAKFAST PROGRAM

Mosaica Education, Inc.
100 Wall Street 9th Floor
New York, NY 10005

GENERAL INFORMATIONA. Intent

1. This request for proposal is for the purpose of entering into a contract for the operation of pre-plated meals service for a School Lunch and Breakfast Program for Mosaica Education, Inc.'s charter school(s) herein after referred to as the School Food Authority (SFA).
2. The Pre-Plated Meals Vendor will hereafter be referred to as the PPMV and the contract will be between the PPMV and the SFA.

B. Procurement Method

Request for Proposal. See section K for award criteria. The SFA will enter into a fixed price contract with the successful vendor.

C. Proposal Submission and Award

1. Sealed proposals are to be submitted to:
Howard Road Academy
C/o Mosaica Education Inc.
Attn: Manger of Purchasing
100 Wall Street, 9th Floor
New York, NY 10005
2. **Proposals will be accepted until June 5th through June 19th, 2006.** The proposal is to be submitted in a sealed envelope marked "Howard Road Academy Pre-Plated Meals Proposal."
3. The SFA reserves the right to reject any or all proposals, if deemed to be in the best interest of the SFA.
4. To be considered, each vendor must submit a complete response to this solicitation including the forms provided.
5. Awards shall be made to the qualified and responsible vendor whose proposal is responsive to this solicitation. A responsible vendor is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
6. Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the vendor's own risk and he/she cannot secure relief on the plea of error.
7. **If additional information is required, please contact: Stefanie R. Noffsinger at 212-232-0305 ext 217**

D. Incurred Costs

The SFA is not liable for any cost incurred by the vendor prior to the signing of a contract by all parties.

E. Contract Terms

This contract shall be for an initial term of one year beginning on or about August 23, 2006 and ending August 6, 2007 with two 1-year renewals by mutual agreement between the SFA and the PPMV, through June 30, 2009.

F. Late Proposals

Any proposal received after the exact time specified for receipt will not be considered.

G. Performance Bond

The PPMV will be required to provide a performance bond as part of the contract for the benefit of the SFA in an amount equal to 50% of the estimated cost of the pre-plated meals program for the contract term.

H. Gifts from PPMV

The SFA's officers, employees or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under State law, rules or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

I. Employees

All on-site food service staff will be employed by Howard Road Academy.

J. Payment and Fees

The PPMV shall receive a "fixed per meal price" for each school breakfast and lunch served. **All vendors must complete "Price Proposal-Form #5" and submit with the proposal response.** The fixed price per meal must include all costs of preparing and delivery the meal, including food costs, milk, packaging, condiments, transportation and administration.

K. Award Criteria

It is the intent of the SFA to accept the proposal that is most advantageous to its interests. The SFA will use the following criteria when evaluating the proposal responses.

20 points	Service plan and capability
51 points	Cost
20 points	Experience and references
9 points	Financial condition
100 points	Total

L. Final Contract

The complete contract includes all documents included by the SFA in the RFP and all documents submitted by the PPMV that have been mutually agreed upon by both parties.

I. SCOPE AND PURPOSE

- A. The PPMV, as an independent contractor, shall have the exclusive right to provide meals for the National School Lunch Program ("NSLP") and School Breakfast Program ("SBP") at the Mosaica Education Charter Schools, Howard Road Academy.
- B. Enrollment at this school is expected to be approximately 600, in kindergarten through grade 7. Participation in the meals program at other Mosaica School locations averages 75% of total enrollment with a large population of children who qualify for free and reduced price meals. Vendors may use these figures to estimate production volume and provide "per meal costs".
- C. The PPMV shall be an independent contractor and not an employee of the SFA. The employees of the PPMV are not employees of the SFA.
- D. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty and staff.
- E. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's food service account. Any profit or guaranteed return shall remain in the SFA's food service account. The SFA and the PPMV agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract as required under 7 CFR 210.16(c) and OMB Circular A-102, Attachment O, Section 12.
- F. The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the PDE and the United States Department of Agriculture ("USDA") regarding each of the Child Nutrition Programs covered by this contract.
- G. The SFA shall retain control of the Child Nutrition Programs food service account and overall financial responsibility for the Child Nutrition Programs.
- H. The SFA shall establish all selling prices for reimbursable and non-reimbursable meals/milk.
- I. The PPMV shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
- J. The PPMV shall comply with the rules and regulations of the PDE and the USDA, and any additions or amendments thereto, including but not limited to, 7 CFR Parts 210, 215, 220, 245, and 250 and 7 CFR Part 225 (SFSP), if applicable, and Food and Nutrition Services instruction and policy, as applicable.
- K. The PPMV shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the Food and Nutrition Services, USDA. Such statement shall in the case of a student with a disability, be signed by a medical doctor or in the case of a non-disabled student, be signed by a recognized medical authority. There will be no additional charge to the student for such substitutions.

II SIGNATURE AUTHORITY

- A. The SFA shall retain signature authority for the application/agreement, PDE-3084/PDE-3528, to participate in the NSLP and/or SBP, including but not limited to the Child Nutrition Financial Report, PDE-2018, the Verification Report, PDE-3511H, and letters to the PDE to amend the application.
- B. The SFA shall retain signature authority for the Monthly Claim for Reimbursement, PDE-2078.

III. FREE AND REDUCED PRICE MEALS POLICY

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals' eligibility roster.
- B. The SFA shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in their application to participate in the Child Nutrition Programs and approved by the PDE, as required under 7 CFR Part 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced price eligible students under 7 CFR Part 245.8.
- C. The SFA shall be responsible for the development, distribution and collection of the parent letter and household application for free and reduced price meals and/or free milk.
- D. The SFA shall be responsible for the determination of eligibility for free and reduced price meals and free milk and will not disclose confidential information to the PPMV, as required under 7 CFR 210.16(a). The SFA will provide the PPMV with a list of children and their category of eligibility. This list must be updated when changes occur in a student's eligibility status.
- E. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced price meals and free milk.
- F. The SFA shall be responsible for verifying household applications for free and reduced price meals as required by federal regulations.

V. HEALTH CERTIFICATIONS

- A. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met.
- B. The PPMV shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under 7 CFR 210.16(c).
- C. The SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented to the PDE within two weeks of the citation.

VI. MEALS

- A. The PPMV shall provide meals on such days and at such times as requested by the SFA.

- B. The SFA shall retain control of the quality, extent and general nature of the food service.
- C. The PPMV shall offer free, reduced-price and paid reimbursable meals to all eligible children participating in the SBP, and/or NSLP.
- D. The PPMV shall provide meals in the NSLP and SBP that meet the traditional menu planning option.
- E. The PPMV shall provide reimbursable lunches pursuant to the NSLP.
- F. The PPMV shall provide reimbursable breakfasts pursuant to the SBP.
- G. The PPMV shall promote maximum participation in the Child Nutrition Programs.
- H. The PPMV shall provide the specified type of service described in Section XII ("Specifications"), which is hereby, in all respects, made a part of this contract.
- I. No payment will be made to the PPMV for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

VII. BOOKS AND RECORDS

- A. The PPMV shall maintain such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities and submission of the claim for reimbursement. At a minimum, this will include: quantities and amounts of food used in the preparation of each meal and food component of menus, standardized recipes and yield from recipes, processed product nutritional analysis, dates of preparation of meals, number of meals delivered, signed delivery slips, nutritional content of individual food items and meals as delivered, bills charged to the SFA for meals delivered under this contract, nutritional analysis for each school week, inventory records and food/proposal specifications.
- B. The PPMV shall retain records for a period of 3 years plus the current year. If audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for the resolution of the issues raised by the audit.
- C. The PPMV shall submit daily meal delivery counts to the school site coordinator on a monthly basis.

VIII. EMPLOYEES

- A. The PPMV shall comply with all wage and hours of employment requirements of federal and state laws. The PPMV shall be responsible for training personnel, including SFA employed staff. The PPMV shall provide Workers' Compensation coverage for its employees.
- B. All personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, fire and safety devices in the kitchen and cafeteria areas.

IX. MONITORING

- A. The SFA reserves the right to conduct on-site visits at the vendor's food preparation facilities to ensure that meals are in conformance with USDA program regulations.
- B. All food preparation and nutritional records must be maintained by the PPMV under this contract, and must be made available to the Auditor General, the USDA, the Department of Agriculture and the SFA upon request for the purpose of auditing, examination, and review.

X. USE OF ADVISORY GROUP/MENUS

- A. The PPMV shall participate in periodic meetings of the SFA advisory board composed of students, teachers, and parents to assist in menu planning.
- B. Any menu changes made by the shall be made only with the approval of the SFA. The SFA shall approve the menus no later than two (2) weeks prior to service.

XI FACILITIES, INVENTORY, EQUIPMENT & STORAGE

- A. The SFA will make available, without any cost or charge to the PPMV, area(s) of the premises agreeable to both parties in which the PPMV shall provide equipment.
- B. The PPMV shall provide enough new equipment to allow school kitchen staff to operate an efficient meals program. At a minimum, this will include: a double convection oven, 2 walk-in freezers, a 2-door, and a reach-in refrigerator. The PPMV is responsible for all maintenance and repair of this equipment, which must always be kept in good working condition.
- C. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs.
- D. The PPMV and the SFA shall inventory the equipment and supplies at the beginning of the school year.
- E. The SFA will replace expendable equipment; the PPMV will replace, repair and maintain non-expendable equipment.
- F. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state or local laws, ordinances, rules and regulations.
- G. The SFA shall be responsible for any losses, including USDA donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the PPMV.
- H. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- I. The SFA shall not be responsible for loss or damage to equipment owned by the PPMV and located on the SFA premises.
- J. The PPMV shall notify the SFA of any equipment belonging to the PPMV on SFA premises within ten (10) days prior to its placement on SFA premises.
- K. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment owned by the SFA.

- L. The SFA shall surrender to the PPMV upon termination of the contract all equipment owned by the PPMV in good repair and condition.

XII. SPECIFICATIONS and TEMPERATURES

A. Packaging

1. To maximize the impact of Offer vs. Serve credits, food components should be individually packaged, rather than packaged with several food items in a single container. Pre-plated meal components intended for heating shall be supplied in ovenable paperboard containers only, individually and securely lip sealed with ovenable closure film. When intended for oven-crisping (such as fried chicken and pizza), they should be packaged in vented ovenable folding boxes or the ovenable paperboard containers should be sealed with vented ovenable film. Vented ovenable film shall be with perforations of one quarter ($\frac{1}{4}$) inch in diameter, with four (4) perforations per square inch. Meal components shall be master packaged in corrugated containers. Ovenable paperboard containers shall be printed to resist scuffing, marring and caramelizing, with inks that are odorless and smokeless under conditions of oven heating. The film used shall be 60 to 80 gauge polyester stock, transparent and non-toxic, which is heat (not adhesive) sealed to the flanges of the containers, so as to prevent separation in convection oven heating.

Excess film should be tucked under containers in a fashion to preclude sticking to adjacent containers during heating. All modules must withstand oven heating up to 400 degrees F. for a minimum of 35 minutes and subzero Fahrenheit temperatures as well. Ovenable film wrap used for sandwich type items shall be 60 to 80 gauge polyester stock, transparent and non-toxic.

2. Each carton shall be labeled to meet state or local requirements. The labels will include: Processor's name/address/zip code; item identity and meal type; date of production; quantity of individual units per carton; heating or thawing instructions; USDA inspection numbers; USDA CN label where applicable.

Each pre-plated meal component carton shall contain 40 individually packaged components. preparation instructions, heating time and temperature, must be furnished with each case. The master shipper shall be a top opening regular slotted container of minimum 200# test strength.

3. Meals shall be delivered with the following nonfood items: disposable serving trays, tray liners, condiments consistent with the enclosed menus, straws for milk, napkins, single service ware, etc. Vendor shall include all non-food items that are necessary for the meal to be served.

Reusable plastic trays supplied by the vendor shall be approximately 13-3/4" x 10-3/4" x 7/8". Tray liners supplied for these trays by the vendor shall be 13" x 10" with rounded edges and contain printed nutrition education messages.

The white napkin, white plastic fork/spoon and plastic straw shall be pre-packaged in a clear plastic or cellophane bag. Eating utensils and straws shall measure approximately 5-1/8" in length and shall not break in normal use and shall be made from materials which are safe and wholesome for food contact in their normal use. Eating utensils shall be white only.

Vendor shall furnish individual packets of catsup (7 grams), barbecue sauce (12 grams), tartar sauce (12 grams) and mustard (5.5 grams), and fruit and produce, as dictated in the menu. Any deviation in package size or content must have prior approval by the SFA.

All refrigerated food shall be delivered at an internal temperature of 45 degrees F. or below, but no lower than 32 degrees F.

All frozen food shall be delivered at 0 degrees F. or below. Frozen products shall show no evidence of thawing or re-freezing, freezer burn, or any off color or odors.

B. Equipment

1. The SFA is desirous of operating a packaged meal program with the appropriate equipment. The successful vendor will supply equipment (i.e. ovens, freezers, oven racks, oven baskets, refrigerators, milk coolers) as required. The cost of this equipment will be part of the per meal cost. **An itemized list of equipment to be provided shall be supplied by the vendor with the proposal.** Should the SFA require additional equipment during the term of the contract, the successful vendor shall provide the additional equipment at no cost to the SFA. The SFA will provide proper electrical service.
2. The vendor will be required to provide, at no cost to the SFA, complete maintenance services on all vendor supplied equipment.

C. Food Preparation

1. Meals shall be prepared under properly controlled temperatures and assembled prior to delivery and in accordance with all health department requirements.
2. Vendor's production facilities must be owned and operated by the vendor and must be under continuous inspection by the U. S. Department of Agriculture Food Safety and Quality Service. There will be no exceptions of the requirement for ownership and inspection.
3. A copy of the signed delivery ticket must be submitted with the monthly statement to the school. The following information must be included in the monthly invoice: price per meal as proposal, an extension of each food item listed on the invoice and a total of all extensions.

D. Licenses, Fees and Taxes

The vendor shall obtain and maintain all licenses, permits and health certifications on their preparation facilities, as required by federal, state and local laws.

XIII. SANITATION

- A. The SFA shall place garbage and trash in containers in designated areas.
- B. The SFA shall remove all garbage and trash from the designated areas.
- C. The SFA shall clean the kitchen.
- D. The PPMV shall operate and care for all equipment and the SFA shall maintain all food service areas in a clean, safe and healthy condition in accordance with the standards acceptable to the SFA and

comply with all applicable laws, ordinances, regulations and rules of federal, state and local authorities, including laws related to recycling.

- E. The SFA shall clean ducts and hoods above the filter line.
- F. The SFA shall provide extermination services as needed.
- G. The PPMV shall comply with all local and state sanitation requirements in the preparation of food.

XIV. LICENSES, FEES & TAXES

- A. The PPMV shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for PPMV employees; the PPMV shall hold the SFA harmless for all claims arising from payment of such taxes and fees.
- B. The SFA shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The PPMV shall comply with all SFA building rules and regulations.

XV. NON-DISCRIMINATION

Both the SFA and the PPMV agree that no child who participates in the NSLP or the SBP will be discriminated against on the basis of race, color, national origin, gender, religion, age, sex, disability, political beliefs, sexual orientation, and marital or family status.

XVI. EMERGENCY CLOSING

- A. The SFA shall notify the PPMV of any interruption in utility service of which it has knowledge.
- B. The SFA shall notify the PPMV of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

XVII. TERM & TERMINATION

- A. This contract shall become effective on August 23, 2006 and terminate on August 6, 2007.
- B. The SFA or the PPMV may terminate the contract for cause by giving sixty (60) days written notice.
- C. At any time, because of circumstances beyond the control of the PPMV or SFA, either party may terminate the contract by giving (ten) 10 days written notice to the other party.
- D. Neither the PPMV nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the PPMV or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

XVIII. NONPERFORMANCE BY PPMV

- A. In the event of the PPMV's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual and legal remedies against the PPMV and shall have the right to seek all sanctions and penalties as may be appropriate.

XIX. CERTIFICATIONS

- A. The PPMV shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- B. The PPMV shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. §§ 327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the PPMV shall be required to compute the wages of every laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of the standard workday or standard workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in any work week.
- C. The PPMV shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.
- D. The PPMV shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
- E. The PPMV shall comply with the Buy American provision for contracts that involve the purchase of food, 7 CFR, Part 250.
- F. The PPMV has signed the Certification of Independent Price Determination.
- G. The PPMV has signed the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- H. The PPMV has signed the Certification Regarding Clean Water and Air.
- I. The PPMV has signed the Certification Regarding Lobbying.

XX. MISCELLANEOUS

- A. This contract shall be construed under the laws of the Commonwealth of the District of Columbia. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the Commonwealth of the District of Columbia.

- B. The PPMV shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract.
- C. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- D. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- E. This contract and any riders, addenda or appendices thereto constitute the entire contract between the SFA and the PPMV.
- F. Any silence, absence or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- G. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.
- H. The SFA shall be responsible for ensuring the resolution of program review and audit findings.

XXI. INSURANCE

- A. The PPMV shall assume responsibility for its actions and those of anyone else working for it while engaged in any activity with the contract. The PPMV shall carry sufficient insurance to protect it and the SFA from any property damage or bodily injury claims arising out of contracted work. All insurance premiums shall be paid by the PPMV.
- B. For the first year of the contract, the certificate shall be furnished to the SFA at the time of the award.
- C. All required insurance coverage must be in effect not later than 12:01 am, July 1, 2005 and shall remain in effect for the duration of the contract.
- D. The SFA must be notified in writing 30 days in advance of any reduction or cancellation of this policy.

DISTRICT OF COLUMBIA REGISTER
FORMS and EXHIBITS

JUN 2 2006

Independent Price Determination Certificate*	Form #1
Suspension and Debarment Certificate*	Form #2
Clean Air and Water Certificate*	Form #3
Disclosure of Lobbying Activities Certificate*	Form #4
Price Proposal*	Form #5
Minimum Food Specifications	Exhibit A
Cost Responsibility Detail Sheet	Exhibit B
Breakfast Menu	Exhibit C
Lunch Menu	Exhibit D

** Forms must be completed and submitted with proposal response.*

MINIMUM FOOD SPECIFICATIONS

Meat/Seafood - All meats, meat products, poultry, poultry products, and fish must be government inspected.

- * Beef, lamb, and veal shall be USDA Grade Choice or better.
- * Pork shall be U.S. No. 1 or U.S. No. 2.
- * Poultry shall be U.S. Government Grade A.
- * Seafood to be top grade, frozen fish must be a nationally distributed brand, packed under continuous inspection of the USDA.

Dairy Products: All dairy products must be Government inspected.

- * Fresh eggs, USDA Grade A or equivalent, 100% candled.
- * Frozen eggs, USDA inspected.
- * Milk pasteurized Grade A.

Fruits and Vegetables:

- * Fresh fruits and vegetables selected according to written specifications for freshness, quality and color - U.S. Grade A Fancy.
- * Canned fruits and vegetables selected to requirements U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices).
- * Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

Baked Products:

- * Bread, rolls, cookies, pies, cakes and pudding either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable.

Staple Groceries:

- Staple groceries to be a quality level commensurate with previously listed standards.

Exhibit B

COST RESPONSIBILITY DETAIL SHEET

The SFA has deemed the following cost responsibility schedule to be a necessary part of this proposal specification.

DESCRIPTION	PPMV	SFA	N/A
FOOD:			
Food Purchases	X		
Commodity Processing Charges			X
Processing and Payment of Invoices		X	
LABOR:			
PPMV EMPLOYEES:			
Salaries/Wages	X		
Fringe Benefits and Insurance	X		
Retirement	X		
Payroll Taxes	X		
Workers Compensation	X		
Unemployment Compensation	X		
Preparation and Processing of Payroll	X		
SFA EMPLOYEES:			
Salaries/Wages		X	
Fringe Benefits and Insurance		X	
Retirement			X
Payroll Taxes		X	
Workers Compensation		X	
Unemployment Compensation		X	
Preparation and Processing of Payroll		X	

DESCRIPTION	PPMV	SFA	N/A
OTHER EXPENSES:			
*Paper/Disposable Supplies	X		
Cleaning/Janitorial Supplies		X	
*Tickets/Tokens		X	
China/Silverware/Glassware:	X		
Initial Inventory			X
Replacement During Operation			X
Telephone:			
Local		X	
Long Distance		X	
Uniforms			X
*Linens		X	
Laundry		X	
Trash Removal:			
From Kitchen		X	
From Dining Area		X	
From Premises		X	
Pest Control		X	
Equipment Replacement:			
Non-expendable (ovens, freezers, refrig, coolers)	X		
Expendable (carts, thermal bags, thermometers)		X	
Equipment Repair (see item above)	X	X	
Car/Truck Rental (include explanation in RFP)			X
Vehicle Maintenance			X
Courier Services (i.e., bank deposits, school deliveries)			X

Cleaning Responsibilities are listed below:

DESCRIPTION	PPMV	SFA	N/A
Food Preparation Areas (include equipment)		X	
Serving Areas		X	
Kitchen Floors		X	
Dining Room Floors			X
Periodic Waxing & Buffing of Dining Room Floors			X
Restrooms for Foodservice Employees		X	
Grease Traps		X	
Daily Routine Cleaning of Dining Room Tables and Chairs			X
Thorough Cleaning of Dining Room Tables and Chairs			X
Cafeteria Walls		X	
Kitchen Walls		X	
Light Fixtures		X	
Windows		X	
Window Coverings		X	
Hoods		X	
Grease Filters		X	
Duct Work		X	
Exhaust Fans		X	

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the School Food Authority (SFA) and Pre-Plated Meals Vendor (offeror) shall execute this Certificate of Independent Price Determination.

NAME OF PRE-PLATED MEALS VENDOR

NAME OF SCHOOL FOOD AUTHORITY

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Pre-Plated Meals Vendor certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Pre-Plated Meals Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposalding on any public contract, except as follows:

SIGNATURE OF FOOD SERVICE MANAGEMENT

TITLE

DATE _____ COMPANY'S AUTHORIZED REPRESENTATIVE _____

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

SIGNATURE OF SCHOOL FOOD AUTHORITY'S

TITLE

DATE _____ AUTHORIZED REPRESENTATIVE _____

NOTE: ACCEPTING A VENDOR'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Form # 2

U. S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name PR/Award Number or Project Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s) Date

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Pre-Plated Meals Vendor (offeror) shall execute this Certificate.

NAME OF PRE-PLATED MEALS VENDOR

NAME OF SCHOOL FOOD AUTHORITY

THE PRE-PLATED MEALS VENDOR AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Pre-Plated Meals Vendor.

SIGNATURE OF FOOD SERVICE MANAGEMENT
COMPANY'S AUTHORIZED REPRESENTATIVE

TITLE

DATE

SIGNATURE OF SCHOOL FOOD AUTHORITY'S
AUTHORIZED REPRESENTATIVE

TITLE

DATE

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

PRICE PROPOSAL

Vendor certifies that a pre-plated meals program will be provided to the Howard Road Academy Public Charter School, Washington, DC, at the following price which is inclusive of all specifications, terms and conditions of the Request for Proposal dated June 5, 2006

Howard Road Academy

Price per meal:

Cold Breakfast \$ _____

Hot Breakfast \$ _____

Lunch \$ _____

VENDOR:

Company name _____

Company address _____

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

DISTRICT OF COLUMBIA
STATE ADVISORY PANEL ON SPECIAL EDUCATION

Notice of Public Meeting

Thursday, June 14, 2006
5:00 -7:00 p.m.

Old Council Chambers
441 4th Street, NW
Washington, DC 20001

On Wednesday, June 14, 2006, the State Advisory Panel on Special Education will convene a public meeting to review and comment on the draft of its annual report. Pursuant to Mayor's Order 2004-187, the State Advisory Panel is required to submit an annual report of Panel activities and recommendations to the Mayor, the District of Columbia Public Schools, the State Education Office, other appropriate officials and the public by July 1, 2006. A draft of the annual report will be available for review on Thursday, June 8, 2006, at www.seo.dc.gov. Comments will be accepted at the meeting or by close of business on Monday, June 19, 2006, to Melisa.Rawles@dc.gov.

For additional information or if special accommodations are needed, please contact Melisa Rawles, State Education Office, at (202) 442-4008.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT**

Application No. 17470 of Theresa Roberson pursuant to 11 DCMR § 3103.2, for a variance from the lot occupancy requirements under section 403, a variance from the side yard requirements under section 405, and a variance from the nonconforming structure provisions under subsection 2001.3, to allow a rear addition to a single-family row dwelling in the R-2 District at premises 1320 Randolph Street, N.E. (Square 3969, Lot 17).

HEARING DATE: May 16, 2006
DECISION DATE: May 16, 2006 (Bench Decision)

SUMMARY ORDER

REVIEW BY THE ZONING ADMINISTRATOR

The application was accompanied by a memorandum from the Zoning Administrator certifying the required relief.

The Board provided proper and timely notice of the public hearing on this application by publication in the D.C. Register, and by mail to Advisory Neighborhood Commission (ANC) 5A and to owners of property within 200 feet of the site. The site of this application is located within the jurisdiction of ANC 5A, which is automatically a party to this application. ANC 5A did not submit a report related to the application. The Office of Planning (OP) submitted a report in support of the application.

Based upon the record before the Board and having given great weight to the Office of Planning report filed in this case, the Board concludes that the applicant has met the burden of proving under 11 DCMR §§ 3103.2, (403, 405 and 2001) that there exists an exceptional or extraordinary situation or condition related to the property that creates a practical difficulty for the owner in complying with the Zoning Regulations, and that the relief can be granted without substantial detriment to the public good and without substantially impairing the intent, purpose, and integrity of the zone plan as embodied in the Zoning Regulations and Map.

Pursuant to 11 DCMR § 3101.6, the Board has determined to waive the requirement of 11 DCMR § 3125.3, that the order of the Board be accompanied by findings of fact and conclusions of law. It is therefore **ORDERED** that this application be **GRANTED**.

BZA APPLICATION NO. 17470
PAGE NO. 2

VOTE: 4-0-1 (Geoffrey H. Griffis, Ruthanne G. Miller, John A. Mann II and Curtis L. Etherly, Jr. to grant; No Zoning Commission Member participating)

BY ORDER OF THE D.C. BOARD OF ZONING ADJUSTMENT

Each concurring member approved the issuance of this order.

FINAL DATE OF ORDER: MAY 23 2006

UNDER 11 DCMR 3125.9, "NO DECISION OR ORDER OF THE BOARD SHALL TAKE EFFECT UNTIL TEN DAYS AFTER HAVING BECOME FINAL PURSUANT TO THE SUPPLEMENTAL RULES OF PRACTICE AND PROCEDURE FOR THE BOARD OF ZONING ADJUSTMENT."

PURSUANT TO 11 DCMR § 3130, THIS ORDER SHALL NOT BE VALID FOR MORE THAN TWO YEARS AFTER IT BECOMES EFFECTIVE UNLESS, WITHIN SUCH TWO-YEAR PERIOD, THE APPLICANT FILES PLANS FOR THE PROPOSED STRUCTURE WITH THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS FOR THE PURPOSES OF SECURING A BUILDING PERMIT.

PURSUANT TO 11 DCMR § 3125 APPROVAL OF AN APPLICATION SHALL INCLUDE APPROVAL OF THE PLANS SUBMITTED WITH THE APPLICATION FOR THE CONSTRUCTION OF A BUILDING OR STRUCTURE (OR ADDITION THERETO) OR THE RENOVATION OR ALTERATION OF AN EXISTING BUILDING OR STRUCTURE, UNLESS THE BOARD ORDERS OTHERWISE. AN APPLICANT SHALL CARRY OUT THE CONSTRUCTION, RENOVATION, OR ALTERATION ONLY IN ACCORDANCE WITH THE PLANS APPROVED BY THE BOARD.

D.C. HUMAN RIGHTS ACT OF 1977, AS AMENDED, D.C. OFFICIAL CODE § 2-1401.01 ET SEQ., (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, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. SEXUAL HARASSMENT IS A FORM OF SEX DISCRIMINATION WHICH IS ALSO PROHIBITED BY THE ACT. IN ADDITION, HARASSMENT BASED ON

BZA APPLICATION NO. 17470

PAGE NO. 3

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. THE FAILURE OR REFUSAL OF THE APPLICANT TO COMPLY SHALL FURNISH GROUNDS FOR THE DENIAL OR, IF ISSUED, REVOCATION OF ANY BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY ISSUED PURSUANT TO THIS ORDER.

TWR

GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT

Application No. 17472 of John Coeuyt and Alexandra Page, pursuant to 11 DCMR § 3104.1, for a special exception to construct a rear addition to a single-family detached dwelling under section 223, not meeting the side yard requirements (section 405), in the R-1-B District at premises 616 Whittier Street, N.W. (Square 3166, Lot 812).

HEARING DATE: May 16, 2006
DECISION DATE: May 16, 2006 (Bench Decision)

SUMMARY ORDER**REVIEW BY THE ZONING ADMINISTRATOR**

The application was accompanied by a memorandum from the Zoning Administrator certifying the required relief.

The Board provided proper and timely notice of the public hearing on this application by publication in the D.C. Register, and by mail to Advisory Neighborhood Commission (ANC) 4B and to owners of property within 200 feet of the site. The site of this application is located within the jurisdiction of ANC 4B, which is automatically a party to this application. ANC 4B submitted a report in support of the application. The Office of Planning (OP) also submitted a report in support of the application.

As directed by 11 DCMR § 3119.2, the Board has required the Applicant to satisfy the burden of proving the elements that are necessary to establish the case pursuant to § 3104.1, for a special exception under section 223. No parties appeared at the public hearing in opposition to this application. Accordingly a decision by the Board to grant this application would not be adverse to any party.

Based upon the record before the Board and having given great weight to the OP and ANC reports the Board concludes that the Applicant has met the burden of proof, pursuant to 11 DCMR §§ 3104.1 and 223 that the requested relief can be granted as being in harmony with the general purpose and intent of the Zoning Regulations and Map. The Board further concludes that granting the requested relief will not tend to affect adversely the use of neighboring property in accordance with the Zoning Regulations and Map.

Pursuant to 11 DCMR § 3101.6, the Board has determined to waive the requirement of 11 DCMR § 3125.3, that the order of the Board be accompanied by findings of fact and conclusions of law. It is therefore **ORDERED** that this application be **GRANTED**.

JUN 2 2006

BZA APPLICATION NO. 17472

PAGE NO. 2

VOTE: 4-0-1 (Geoffrey H. Griffis, Ruthanne G. Miller, John A. Mann II and Curtis L. Etherly, Jr. to approve; No Zoning Commission Member participating)

BY ORDER OF THE D.C. BOARD OF ZONING ADJUSTMENT

Each concurring member approved the issuance of this order.

FINAL DATE OF ORDER: MAY 22 2006

UNDER 11 DCMR 3125.9, "NO DECISION OR ORDER OF THE BOARD SHALL TAKE EFFECT UNTIL TEN DAYS AFTER HAVING BECOME FINAL PURSUANT TO THE SUPPLEMENTAL RULES OF PRACTICE AND PROCEDURE FOR THE BOARD OF ZONING ADJUSTMENT."

PURSUANT TO 11 DCMR § 3130, THIS ORDER SHALL NOT BE VALID FOR MORE THAN TWO YEARS AFTER IT BECOMES EFFECTIVE UNLESS, WITHIN SUCH TWO-YEAR PERIOD, THE APPLICANT FILES PLANS FOR THE PROPOSED STRUCTURE WITH THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS FOR THE PURPOSES OF SECURING A BUILDING PERMIT.

PURSUANT TO 11 DCMR § 3125 APPROVAL OF AN APPLICATION SHALL INCLUDE APPROVAL OF THE PLANS SUBMITTED WITH THE APPLICATION FOR THE CONSTRUCTION OF A BUILDING OR STRUCTURE (OR ADDITION THERETO) OR THE RENOVATION OR ALTERATION OF AN EXISTING BUILDING OR STRUCTURE, UNLESS THE BOARD ORDERS OTHERWISE. AN APPLICANT SHALL CARRY OUT THE CONSTRUCTION, RENOVATION, OR ALTERATION ONLY IN ACCORDANCE WITH THE PLANS APPROVED BY THE BOARD.

D.C. HUMAN RIGHTS ACT OF 1977, AS AMENDED, D.C. OFFICIAL CODE § 2-1401.01 ET SEQ., (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, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. SEXUAL HARASSMENT IS A FORM OF SEX DISCRIMINATION WHICH IS ALSO PROHIBITED BY THE ACT. IN ADDITION, HARASSMENT BASED ON

BZA APPLICATION NO. 17472

PAGE NO. 3

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. THE FAILURE OR REFUSAL OF THE APPLICANT TO COMPLY SHALL FURNISH GROUNDS FOR THE DENIAL OR, IF ISSUED, REVOCATION OF ANY BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY ISSUED PURSUANT TO THIS ORDER.

TWR

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT**

Application No. 17476 of Amy and Peter Pastan, pursuant to 11 DCMR §3104.1, for a special exception to allow a rear addition to an existing single-family dwelling under section 223, not meeting the lot occupancy requirements (section 403), and nonconforming structure provisions (subsection 2001.3), in the R-2 District at premises 3727 Jocelyn Street, N.W. (Square 1873, Lot 52).

HEARING DATE: May 16, 2006
DECISION DATE: May 16, 2006 (Bench Decision)

SUMMARY ORDER

SELF-CERTIFIED

The zoning relief requested in this case was self-certified, pursuant to 11 DCMR § 3113.2.

The Board provided proper and timely notice of the public hearing on this application by publication in the D.C. Register, and by mail to Advisory Neighborhood Commission (ANC) 3G and to owners of property within 200 feet of the site. The site of this application is located within the jurisdiction of ANC 3G, which is automatically a party to this application. ANC 3G submitted a report in support of the application. The Office of Planning (OP) also submitted a report in support of the application. Specifically, the OP supported variance relief to § 2001.3 because the area of the rear landing, measuring approximately 9 feet by 6 feet and at approximately 4.5 feet above grade level, should be included in the building area and therefore, calculated into the percentage of lot occupancy. According to the OP, this would yield a lot occupancy of 52 percent, which would exceed the 50 percent allowable in an R-2 District.

However, the Board determined that the landing area is a portion of a building that does “not extend above the level of the main floor of the main building...”, as “building area” is defined in § 199 of the Zoning Regulations. In addition, the landing area, which connects the access door and the exterior stairs leading to grade level, is a component of a stairway, pursuant to § 2503.4. Therefore, the advertised application for relief for a special exception under § 223 is appropriate because the landing area is not calculated to percentage lot occupancy. Hence, the addition conforms to the percentage of lot occupancy limitation, yielding a lot occupancy of 49 percent.”

As directed by 11 DCMR § 3119.2, the Board has required the Applicant to satisfy the burden of proving the elements that are necessary to establish the case pursuant to §

BZA APPLICATION NO. 17476

PAGE NO. 2

hearing in opposition to this application. Accordingly a decision by the Board to grant this application would not be adverse to any party.

Based upon the record before the Board and having given great weight to the OP and ANC reports the Board concludes that the Applicant has met the burden of proof, pursuant to 11 DCMR §§ 3104.1 and 223, that the requested relief can be granted as being in harmony with the general purpose and intent of the Zoning Regulations and Map. The Board further concludes that granting the requested relief will not tend to affect adversely the use of neighboring property in accordance with the Zoning Regulations and Map.

Pursuant to 11 DCMR § 3101.6, the Board has determined to waive the requirement of 11 DCMR § 3125.3, that the order of the Board be accompanied by findings of fact and conclusions of law. It is therefore **ORDERED** that this application be **GRANTED**.

VOTE: 4-0-1 (Geoffrey H. Griffis, Curtis L. Etherly, Jr., John A. Mann II and Ruthanne G. Miller to approve; No Zoning Commission Member participating)

BY ORDER OF THE D.C. BOARD OF ZONING ADJUSTMENT

Each concurring member approved the issuance of this order.

FINAL DATE OF ORDER: MAY 24 2006

UNDER 11 DCMR 3125.9, "NO DECISION OR ORDER OF THE BOARD SHALL TAKE EFFECT UNTIL TEN DAYS AFTER HAVING BECOME FINAL PURSUANT TO THE SUPPLEMENTAL RULES OF PRACTICE AND PROCEDURE FOR THE BOARD OF ZONING ADJUSTMENT."

PURSUANT TO 11 DCMR § 3130, THIS ORDER SHALL NOT BE VALID FOR MORE THAN TWO YEARS AFTER IT BECOMES EFFECTIVE UNLESS, WITHIN SUCH TWO-YEAR PERIOD, THE APPLICANT FILES PLANS FOR THE PROPOSED STRUCTURE WITH THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS FOR THE PURPOSES OF SECURING A BUILDING PERMIT.

PURSUANT TO 11 DCMR § 3125 APPROVAL OF AN APPLICATION SHALL INCLUDE APPROVAL OF THE PLANS SUBMITTED WITH THE APPLICATION FOR THE CONSTRUCTION OF A BUILDING OR STRUCTURE (OR ADDITION

BZA APPLICATION NO. 17476

PAGE NO. 3

THERETO) OR THE RENOVATION OR ALTERATION OF AN EXISTING BUILDING OR STRUCTURE, UNLESS THE BOARD ORDERS OTHERWISE. AN APPLICANT SHALL CARRY OUT THE CONSTRUCTION, RENOVATION, OR ALTERATION ONLY IN ACCORDANCE WITH THE PLANS APPROVED BY THE BOARD.

D.C. HUMAN RIGHTS ACT OF 1977, AS AMENDED, D.C. OFFICIAL CODE § 2-1401.01 ET SEQ., (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, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. SEXUAL HARASSMENT IS A FORM OF SEX DISCRIMINATION WHICH 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. THE FAILURE OR REFUSAL OF THE APPLICANT TO COMPLY SHALL FURNISH GROUNDS FOR THE DENIAL OR, IF ISSUED, REVOCATION OF ANY BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY ISSUED PURSUANT TO THIS ORDER.

ZONING COMMISSION NOTICE OF FILING
Case No. 06-23
(Text Amendments to § 199.1 – Eating Establishment Definitions)
May 15, 2006

THIS CASE IS OF INTEREST TO ALL ANCs

On May 12, 2006, the Office of Zoning received a request from Advisory Neighborhood Commission 6A (the “Applicant”) requesting from the Zoning Commission approval of text amendments of the Zoning Regulations.

The petitioner is proposing to amend the eating establishment definitions of § 199.1 of the Zoning Regulations. Specifically, the Applicant is proposing to revise the definitions for “restaurant” and “restaurant, fast food” and add new definitions for “coffee house” and “delicatessen”.

For additional information, please contact, the Secretary to the Zoning Commission at (202) 727-6311.

ZONING COMMISSION NOTICE OF FILING

Case No. 06-24

(Consolidated PUD – Square 2661, Lot 219)

May 18, 2006

THIS CASE IS OF INTEREST TO ANC 1B

On May 17, 2006, the Office of Zoning received an application from Level 2 Development, LLC (the “applicant”) for approval of a consolidated PUD for the above-referenced property.

The property that is the subject of this application consists of Square 2661, Lot 219 in Northwest Washington, D.C. (Ward 1) and is located at 2400 14th Street, N.W. The property is currently zoned C-2-B.

The applicant proposes a mixed-use development consisting of approximately 223,946 square feet of residential use, including 200-250 condominium units, a portion of which will be devoted to affordable housing; approximately 18,500 square feet of retail use, 16,000 square feet of which is counted toward FAR; an underground parking garage with approximately 158 parking spaces; a surface retail parking lot with approximately 18 spaces. Overall, the PUD will have a density of 6.0 FAR. The building will have a maximum height of the buildings will be 90 feet. This request is not inconsistent with the Comprehensive Plan of the District of Columbia.

For additional information, please contact Sharon S. Schellin, Secretary to the Zoning Commission at (202) 727-6311.

ZONING COMMISSION FOR THE DISTRICT OF COLUMBIA
ZONING COMMISSION ORDER NO. 05-17/05-32
Z.C. Case Nos. 05-17 and 05-32
Approvals for Planned Unit Developments for
the Property Located in the Vicinity of the Intersection of Florida Avenue, 9th
Street, and V Street, N.W. (Square 2873, Lots 1, 232, 852, 853, 859, and 864;
Square 2875, Lots 1106, 1107, 2012, 2026, and 2030)
April 20, 2006

Pursuant to notice, the Zoning Commission for the District of Columbia (the "Commission") held a public hearing on January 26, 2006 to consider applications from Broadway Atlantic One LLC (the "Applicant") for consolidated review and approval of a planned unit development ("PUD") in Squares 2873 (Lot 864) and 2875 (Lots 1106, 1107, 2012, 2026, and 2030). The application was assigned Z.C. Case No. 05-17, and then was split into two applications. Case No. 05-17 included the properties in Square 2875, and Case No. 05-32 included the property in Square 2873. Case No. 05-32 was later amended to add the following property in Square 2873: Lots 1, 232, 852, 853, and 859. The applications were filed on behalf of and with the consent of the owners of the properties that are the subject of the applications. The Zoning Commission considered the applications pursuant to Chapters 24 and 30 of the District of Columbia Zoning Regulations, Title 11 of the District of Columbia Municipal Regulations. The public hearing was conducted in accordance with the provisions of 11 DCMR § 3022. For the reasons stated below, the Zoning Commission hereby approves the applications subject to conditions.

FINDINGS OF FACT

The Applications, Parties, and Hearing

1. On June 14, 2005, the Applicant filed an application with the Commission for review and approval of two PUDs that together comprise one project, and for a related map amendment for property located at 2030 8th Street, N.W. (Square 2875, Lot 2030). The Applicant later withdrew its request for a map amendment. Comprising a total of approximately 2.2 acres, the PUD site initially included Lot 864 in Square 2873 and Lots 1106, 1107, 2012, 2026, and 2030 in Square 2875. Subsequently Lots 1, 232, 852, 853, and 859 in Square 2873 (together with the aforementioned properties, the "Property") were included in the two PUDs.

2. During its public meeting held October 17, 2005, the Zoning Commission voted to schedule a public hearing on each application. The Zoning Commission decided to review the application as two separate cases, and, accordingly, the application was designated Z.C. Cases

Z.C. ORDER NO. 05-17 / 05-32

Z.C. CASE NOS. 05-17& 05-32

Page 2

No. 05-17 and 05-32. The Zoning Commission also requested that the Applicant provide a more detailed landscape and grading plan, a more detailed circulation and loading plan, additional information about relief from the requirements applicable to roof structures, and additional elevations showing the scale in relation to adjacent buildings.

3. Through the two PUD applications, the Applicant proposes to construct four mixed-use buildings with a combined total of up to 700 residential units (the "Project").

4. Three of the proposed buildings are included in Case No. 05-17. This portion of the Project is known as Atlantic Plumbing South and includes the portions of the Property located in Square 2875: Lots 1107, 2012, and 2026 ("Parcel A"); Lot 2030 ("Parcel B") and Lot 1106 ("Parcel D"). It is located in Ward 1 and contains approximately 58,023 square feet of land area. Parcel A is located in the CR zone district at the northwest corner of the intersection of 8th and V Streets, N.W. Parcel B is located in the ARTS/C-2-B zone district at the southeast corner of 8th and V Streets, N.W. Parcel D is located in the CR zone district on 9th Street, just north of the 9:30 Club, a well-known nightclub. The Applicant proposes to construct a separate building on each of the three parcels, for a total of three buildings in Atlantic Plumbing South. The Applicant has withdrawn its request for a zoning map amendment and requests PUD approval under the existing zoning categories.

5. One of the four buildings in the Project is included in Case No. 05-32. This portion of the Project is known as Atlantic Plumbing North and includes the portions of the Property located in Square 2873: Lots 1, 232, 852, 853, 859, and 864 ("Parcel C"). It is located in Ward 1 and contains approximately 37,493 square feet of land area. Parcel C is located in the CR zone district between Florida Avenue and 9th Street, N.W., south of the Howard University parking lot.

6. On November 3, 2005, the Applicant filed two prehearing statements, one for each case, including additional information requested by the Zoning Commission and the Office of Planning.

7. After proper notice, the Commission held a hearing on the applications on January 26, 2006. One hearing was conducted for the two applications. The parties to the case were the Applicant and Advisory Neighborhood Commission ("ANC") 1B, the ANC within which the Property is located.

8. As a preliminary matter, the Applicant requested that the Commission waive the notice requirements set forth in § 3015.11 to enable the Applicant to add Lot 1 in Square 2873 (a 2,948-square-foot lot) to Case No. 05-32 (Atlantic Plumbing North). The Applicant explained that it had purchased additional property in order to accommodate an easement requested by the Office of Planning. Initially, the owner of Lot 1 was not inclined to sell, but the owner ultimately decided to sell the property to the Applicant shortly before the scheduled public hearing. As a result, Lot 1 was not included in the public notice of the hearing. The Commission found that the inclusion of Lot 1 in Case No. 05-32 would have no effect on which property owners received notice of the hearing, because Lot 1 abuts property owned by the Applicant on three

Z.C. ORDER NO. 05-17 / 05-32

Z.C. CASE NOS. 05-17 & 05-32

Page 3

sides. Therefore, ample notice of the Project had been given. The Commission voted unanimously to waive the provision of § 3015.11 with regard to Lot 1.

9. At its duly noticed meeting held January 5, 2006, with a quorum present, ANC 1B voted 8-0-0 to support a proposed traffic improvement for the extension of Bryant Street culminating in a traffic circle intersection with Florida Avenue. This proposal was made by the District Department of Transportation ("DDOT") in connection with its study of the immediate area. The ANC vote in support of the Project failed on a vote of 3-5-0. The ANC subsequently voted 7-1-0 to request that the Zoning Commission delay consideration of the applications for one month in order to allow the ANC further time to discuss the Project with the Applicant. Some members of the ANC voiced concern about the size of the development, the amount of affordable housing, and the composition and extent of the amenities package. At its duly noticed meeting held February 2, 2006, with a quorum present, ANC 1B voted 7-2 to endorse the applications. The Applicant agreed to make a \$100,000 contribution to the ANC for use in connection with various neighborhood organizations.

10. There were no parties or persons in support of the PUD.

11. There were no parties in opposition to the PUD. Christopher Hopson, a representative of Howard University, testified in opposition to the Project. He stated that Howard University did not object to the Project itself, but, rather, to the proposed extension of Bryant and/or W Streets. He testified that the extended streets would cross Howard's campus and might interfere with the Howard Town Center project and the construction of a new School of Engineering.

12. At the hearing, the Applicant submitted into the record updated plans and elevations for Atlantic Plumbing North and Atlantic Plumbing South.

13. At its meeting held March 2, 2006, the Commission took proposed action to approve the applications with conditions. The vote on each application was 3-0-2 (Anthony J. Hood, Gregory N. Jeffries, and Michael Turnbull voting to approve; Carol J. Mitten not present, not voting; John G. Parsons not voting, not having participated).

14. The proposed action of the Commission was referred to the National Capital Planning Commission ("NCPC") pursuant to § 492 of the District Charter. NCPC, by action dated March 30, 2006, found the proposed PUDs would not affect the federal interests in the National Capital, and would not be inconsistent with the Comprehensive Plan for the National Capital.

15. The Commission took final action to approve the applications of Cases No. 05-17 and 05-32 on April 20, 2006, by votes of 4-0-1.

The PUD Project

16. The Project comprises four sites located between Florida Avenue and 8th Street, N.W. The total land area of the Property is 95,516 square feet. Z.C. Case No. 05-17, known as Atlantic Plumbing South, includes Parcels A, B, and D. Parcel A is situated at the northwest

Z.C. ORDER NO. 05-17 / 05-32

Z.C. CASE NOS. 05-17 & 05-32

Page 4

corner of 8th and V Streets and is the largest of the four sites at 40,530 square feet. Parcel B is situated at the southwest corner of 8th and V Streets and comprises 13,420 square feet. It abuts the Housing Finance Agency building and is located across the street from the General Baking Co. building. Parcel D is the smallest of the four sites at 4,073 square feet and is situated directly north of the 9:30 Club on the east side of 9th Street, N.W. Z.C. Case No. 05-32, known as Atlantic Plumbing North, includes Parcel C. Parcel C is situated on the east side of Florida Avenue, directly west of the intersection of W Street, N.W. It comprises 37,493 square feet.

17. The Generalized Land Use Map recommends a mix of moderate- and medium-density residential and commercial uses for the Property. The Property currently is improved with a mixture of commercial uses such as parking lots, concrete-block industrial buildings, and warehouses. All of the existing buildings will be demolished as part of the Project. Much of the property to the north and east of the Property is owned by Howard University and is part of the plan for the Howard Town Center. Much of the property to the north is currently devoted to parking lots for Howard University. The Property is just north of the U Street Corridor and lies in the northern portion of the Uptown Destination District Plan. The Property also is located within the Howard Gateway Housing Opportunity Area. This area has been designated as a desirable location for the development of housing and residential uses.

18. The proposed Project is a mixed-use development of residential and retail uses. The Applicant has requested flexibility to construct up to 700 residential units among Parcels A, B, C, and D. The Applicant currently proposes to construct approximately 342 units on Parcel A, approximately 91 units on Parcel B, approximately 262 units on Parcel C, and approximately 10 units on Parcel D. Each building will feature some ground-floor retail. Parcels A and B will provide ground-floor retail on the V Street frontages to take advantage of the prominent corner locations of these buildings. Parcel C may feature retail on the Florida Avenue frontage and Parcel D may feature retail on the 9th Street frontage, depending on market conditions.

19. The largest building in Atlantic Plumbing South will be constructed on Parcel A. This building has a prominent corner location with frontage on 8th and V Streets. The largest retail component for this building will be situated at the corner location at the intersection of 8th and V Streets. The building will feature a parking garage below grade that will provide approximately 313 parking spaces, including full-sized and compact spaces. Access to the parking garage will be from the alley behind the building. The roof of the building will feature a pool, landscaped areas, and green roof technology. The rear court of the building will be landscaped with plants. The proposed height is 100 feet, and the proposed lot occupancy is 82 percent. The proposed floor area ratio ("FAR") is 8.0, which results from the combined FAR of Parcel A and Parcel D.

20. The building to be constructed on Parcel B, which is located in Atlantic Plumbing South, will feature a tower that will emphasize and enhance the building's prominent corner location. It will feature a rear courtyard and roof terrace. The ground floor retail will be focused at the prominent corner location. The parking garage will include three levels below grade and will provide approximately 76 parking spaces, including full-sized and compact spaces. Access to the garage will be directly from V Street. The building will have a height of 90 feet, which will

Z.C. ORDER NO. 05-17 / 05-32

Z.C. CASE NOS. 05-17& 05-32

Page 5

be stepped down to 65 feet at the southern elevation in response to the adjacent rowhouses. The FAR will be 6.3, and the lot occupancy will be 83 percent.

21. The building to be constructed on Parcel C, which comprises Atlantic Plumbing North, will feature a large open courtyard. The roof will feature a pool with recreation and gathering space. It will contain a parking garage with three levels below grade, which will provide approximately 256 parking spaces, including full-sized and compact spaces. Access to the parking garage will be directly from 9th Street. The building will have a height of 100 feet, an FAR of 8.0, and a lot occupancy of 83 percent.

22. The building to be constructed on Parcel D will be the smallest of the buildings in the Project. A part of Atlantic Plumbing South, it will feature approximately 10 residential units with a small ground-floor retail component. There will be no parking in this building, but the residents will have access to the parking across the alley in the building located on Parcel A. The height of the Parcel D building will be 60 feet, and the lot occupancy will be 81 percent. The proposed FAR is 8.0, which results from the combined FAR of Parcel D and Parcel A.

23. In a submission made February 13, 2006, the Applicant indicated that all parking spaces for retail uses on both Atlantic Plumbing North and Atlantic Plumbing South will be located on Parcel A at grade and outside of the parking garage. The spaces will be easily accessible, and will avoid conflicts that could result from the combined use of the garage for residential and retail parking.

24. The Project will not cause adverse traffic impacts, as demonstrated by the Applicant's Traffic Study and the testimony presented by Martin J. Wells, the Applicant's traffic consultant, during the public hearing. As discussed below, the Applicant plans to contribute \$250,000 toward the construction of a DDOT-endorsed extension to Bryant Street that will connect Georgia and Florida Avenues and will terminate in a traffic circle at the intersection of Sherman and Florida Avenues. In addition, the Property is located in close proximity to the U Street/African-American Civil War Memorial/Cardozo Metrorail Station.

Matter-of-Right Development under Existing Zoning

25. The Property is located primarily in the CR district, which is designated for mixed-use development. The maximum building height permitted as a matter-of-right in the CR district is 90 feet. The maximum density permitted as a matter-of-right is 6.0 FAR. Parcel B is located in the ARTS/C-2-B district, which is designated to serve commercial and residential functions with high-density residential and mixed uses. The maximum height permitted as a matter of right in the ARTS/C-2-B district is 65 feet. The maximum density permitted as a matter of right is 3.5 FAR.

Development Incentives and Flexibility

26. The Applicant requested the following areas of flexibility from the Zoning Regulations:

- a. **FAR**: The Applicant is seeking density above the matter-of-right maximum for the applicable zone district. Parcel A will be developed to an FAR of 8.0, which is the maximum density permitted for a PUD in the CR zone. Parcel B will be developed to an FAR of 6.3, which is greater than the maximum 6.0 FAR permitted for a PUD in the ARTS/C-2-B zone. For Parcel B, the Applicant is seeking an additional five percent density, which is permitted under § 2405.3 if the increase is essential for the functioning of the project. Parcel C will be developed to an FAR of 8.0, which is the maximum density permitted for a PUD in the CR zone. Parcel D will be developed to an FAR of 4.8, which is less than the maximum 8.0 FAR permitted for a PUD in the CR zone.
- b. **Roof Structures**: The Applicant has requested minor relief from the roof structure requirements. The roof structure on the Parcel B building will be 18 feet, 6 inches in height and will be set back only 10 feet from the edge of the building along the alley on the west. The roof structure on Parcel C will not be set back from the southern elevation.
- c. **Lot Occupancy**: The proposed lot occupancy for all four sites is greater than the maximum allowed as a matter of right under the Zoning Regulations. All four of the sites are limited to a 75 percent lot occupancy for the residential floors. As set forth above, all four of the Parcels have proposed lot occupancies between 80 and 83 percent.
- d. **Recreation Space**: Both the CR and C-2-B districts require residential developments to provide recreation space equal to 15 percent of the total residential gross floor area. The Applicant is proposing to provide recreation space equal to approximately 10 percent of the residential gross floor area. The recreation space will be enhanced by the spacious outdoor courtyards and roofscapes, as well as the private balconies and gardens.
- e. **Public Space at Ground Level**: The CR district requires at least 10 percent of the lot area to be open public space. Parcels A and C will provide approximately five percent, and Parcel D will provide approximately eight percent open public space. The public space at ground level will be enhanced by the proposed upgraded streetscapes, courtyards, and private gardens.
- f. **Loading**: Parcel B will not provide all of the loading facilities required by the Zoning Regulations. It will provide the required 30-foot berth, 20-foot service bay, and 200-square-foot loading platform. It will not provide a 55-foot loading berth or a 100-square-foot loading platform.

- g. Courts: The building proposed for Parcel A will feature a closed court in lieu of a rear yard. The proposed court is 15 feet. A 25-foot court is required.
- h. Parking: Because of the small size of the building proposed for Parcel D, the Applicant has requested that the required parking for Parcel D be located in the Parcel A garage.
- i. The additional five percent of FAR the Applicant is requesting for Parcel B is essential for the functioning of the Project and meets the requirements of § 2405.3 of the Zoning Regulations. Two factors related to the Property have directly affected the design of the building and created a need for an additional five percent FAR on Parcel B. First, the alley that once existed to the west of this property has been incorporated into the neighboring property. As a result, the building's loading functions must be located within the first floor plan, and thus will count toward FAR. Second, because of the narrow right of way and sidewalks of 8th Street to the west, the bay projections will be located on the property and cannot project into public space. (Bays in public space do not count towards FAR.) The bays are an important part of the design of this building that help it to integrate with the adjacent rowhouses. Also, because of the bay design, the elevation of the building will be pushed back four feet, therefore affecting all eight levels of the building.

Public Benefits and Amenities

27. The following benefits and amenities will be created as a result of the Project:

- a. Housing and Affordable Housing: The greatest benefit to the neighborhood and the District as a whole will be the creation of new housing opportunities consistent with the Zoning Regulations, the Comprehensive Plan, the Mayor's housing initiative, and the "DUKE" Plan for a cultural destination district within Washington, DC's Greater Shaw/U Street Plan. The Applicant proposes to devote an area equal to 15 percent of the density gained through the PUD process to affordable housing for those households whose income does not exceed 80 percent of the Area Median Income as that term is defined by the U.S. Department of Housing and Urban Development. The proposed Project will include a total of 695 apartments on the four parcels. Of these, approximately 14 percent will be studio apartments, 29 percent will be one-bedroom units, 40 percent will be one-bedroom with den units, and 16 percent will be two-bedroom units. The Applicant proposes a similar mix of units for the affordable housing requirement, providing 18,800 square feet of affordable housing on the Atlantic Plumbing South parcels and 11,000 square feet of affordable housing on the Atlantic Plumbing North parcel. The Applicant has requested flexibility with regard to the size and type of units. If the allocation of market-rate unit types changes, the allocation of affordable units will change to reflect this allocation. The affordable units will be distributed among floors on Parcels A, B, and C. The units will be affordable for a 20-year term. The Department of Housing and Community

Development will determine the price and enforce the affordability of the units through covenants and other legal mechanisms.

- b. Transportation: Initially, the Applicant, OP, and DDOT proposed that the Applicant would provide an easement to the District over the northern portion of Parcel C in order to allow the future extension of Bryant Street. This street extension is important to the development of the area between Georgia and Florida Avenues north of V Street. There is currently no east-west connection between V Street to the south and Barry Place to the north, and access to the Project and the future Howard Town Center will be difficult without the increased mobility and access through this unusually large block. Following further discussions with DDOT, it was determined that the preferred location for the street extension is further north of Parcel C, and not adjacent to the Applicant's property. DDOT has proposed a traffic circle at the corner of Florida and Sherman Avenues that would connect to a proposed Bryant Street to the east. The Applicant has agreed to contribute \$250,000 to DDOT toward the engineering and design costs of the circle and future Bryant Street extension. In addition, the Project will provide the benefit of effective and safe vehicular and pedestrian access.
- c. Urban Design, Architecture, Site Planning, and "Green" Building Practices: The high quality of design in the development of the architecture for the Project exceeds that of most matter-of-right projects. The landscaping, raised first floor access, and alternating composition of projecting bays all combine to create a sense of scale and visual interest. The open courtyards will be an attractive amenity for the buildings' residents. The bays of the buildings have been designed to provide ample room for street trees to grow and thrive. This Project features numerous aspects that are superior to those typical for a matter-of-right project. Some of these include: no through-wall vents or exhaust flues; a superior quality of brick with tinted mortar, and a custom bonding pattern with numerous special shapes; embellished brick window heads; pre-cast window sills and window heads that project into surrounding brick; recessing windows beyond standard to create better shadow lines and weathering characteristics; superior glass; green roof technologies with pool and accessory amenities and equipment; architectural rooftop embellishments that incorporate exhaust vents and fans to provide wind-screening and shade; ornamental metal; direct access to ground level units requiring more site work and custom units; nine-foot ceilings; water source H.P.S., which uses 40 percent less energy than air-to-air; 100 percent outside ventilation air-to-air corridors; a recycling chute to encourage compliance; generous bike storage; a 1:1 ratio of parking spaces to residential units; increased exterior wall R-value based on using a rigid insulation system outside of sheathing; and D.C. standard streetscape at street facades; and bio-water detention system in addition to green roof technologies.
- d. Uses of Special Value: The Project will provide ground-floor retail that will be a significant contribution toward realizing the vision set forth in the DUKE Plan for a

Z.C. ORDER NO. 05-17 / 05-32

Z.C. CASE NOS. 05-17& 05-32

Page 9

cultural, 18-hour destination district. The ground-floor retail will be a pedestrian-oriented use that will greatly enhance the street activity of the area. The Applicant also will provide more parking spaces than are required by the Zoning Regulations. The Applicant has agreed to provide at least one parking space per residential unit. Parking is a major concern of the neighbors, and the proposed rate will prevent further impacts on surrounding parking problems.

- e. Monetary Contributions to Neighborhood Organizations: As part of the amenities and benefits package offered in connection with the applications, the Applicant agreed to contribute \$100,000 to ANC 1B to assist the neighborhood programs and initiatives identified by ANC 1B. By letter dated March 1, 2006, ANC 1B indicated that the Applicant's contribution would be distributed as follows: \$20,000 to Housing Counseling Services, Inc. for the creation and representation of tenant associations in apartment buildings converted to condominiums in the ANC 1B area; \$15,000 for the purchase of historic street signs, call boxes, and history plaques in LeDroit Park; \$10,000 for the 1400-block of W Street for a pilot public safety camera project and contribution to a police work station; \$10,000 to the Boys and Girls Club and Anthony Bowen YMCA for the development of a first tee program; \$10,000 to the Casey Tree Foundation for the planting of trees in areas of ANC 1B with the greatest need (e.g., Georgia Avenue, 14th Street); \$10,000 for the development of a career exploration program for children in public housing developments in ANC 1B; \$10,000 to the MidCity Business Association for funding for the Green Team; \$5,000 for the Mary Terrell house restoration project in LeDroit Park; \$5,000 to the Hospitality Review Panel for a pilot project involving business, residential, and government stakeholders in the 1900-block of 9th Street; and \$5,000 to the Westminster Neighborhood Association for the installation of a playground sprinkler system.
- f. Historic Signage: The Applicant also plans to work with the Historic Preservation Office to contribute \$10,000 towards new historic district signage in the area.
- g. Employment and Training Opportunities: In order to further the District's policies relating to the creation of employment and training opportunities, the Applicant will participate in a First Source Agreement with the District of Columbia Department of Employment Services ("DOES"). The Applicant also has agreed to enter into a Memorandum of Understanding with the Local Business Opportunity Commission ("LBOC") to use local firms in the development and construction of the Project.

28. The Commission finds that the Project is acceptable in all proffered categories of public benefits and project amenities and is superior in public benefits and project amenities relating to urban design, landscaping, and open space; housing and affordable housing; job training and employment opportunities; transportation measures; and uses of special value to the neighborhood.

Compliance with PUD Standards

29. In evaluating a PUD application, the Commission must “judge, balance, and reconcile the relative value of project amenities and public benefits offered, the degree of development incentives requested and any potential adverse effects.” 11 DCMR § 2403.8. Given the level of project amenities and public benefits, and the fact that the development will proceed under the existing zoning, the Commission finds that the development incentives are appropriate to increase the overall residential density to 8.0 FAR for Parcels A and C and up to 6.3 FAR for Parcel B. As stated above, the Commission finds that the extra five percent of density permitted under § 2405.3 is appropriate and essential to the functioning of the Project. The Commission also finds that the requested flexibility in roof structures, lot occupancy, recreation space, public space at ground level, and loading are justified by the superior benefits and amenities offered by this Project.

Comprehensive Plan and Public Policies

30. The Project is consistent with and furthers the goals and policies enumerated in the Comprehensive Plan.

- a. The Generalized Land Use Map: The Project is consistent with the Generalized Land Use Map, which recommends the subject site for a mix of moderate- and medium-density residential and commercial uses. The Project will not be inconsistent with this use category. In addition, the Generalized Land Use Policies Map shows the Property located within the Howard Gateway Housing Opportunity Area, which has been designated as a desirable location for the development of residential uses. The Project will be developed under the existing CR and ARTS/C-2-B zone districts. In addition, the proposed residential project is foregoing a majority of the commercial density that would otherwise be allowed on the Property in the existing CR zone district.
- b. Stabilizing the District's Neighborhoods: The creation of up to 700 new residential units will help enhance and stabilize the U Street/Cardozo neighborhood. The creation of a significant residential development on the site also is likely to attract additional residential and retail development and stabilize the neighborhood.
- c. Increasing the Quantity and Quality of Employment Opportunities in the District: As stated above, the Applicant has agreed to enter into a First Source Agreement with DOES and a Memorandum of Understanding with the LBOC.
- d. Respecting and Improving the Physical Character of the District: The Project has been designed to improve the site's integration with the surrounding neighborhood and to improve the streetscape on 8th, 9th, and V Streets. The facades, landscaping, raised first floor access, and alternating composition of projecting bays will all combine to create a sense of scale and visual interest. The height of the building to be constructed on Parcel B will be gradually stepped back from 90 feet to 65 feet in

Z.C. ORDER NO. 05-17 / 05-32

Z.C. CASE NOS. 05-17& 05-32

Page 11

order to respect the lower-density massing of the adjacent rowhouses. The Project as a whole employs traditional, time-tested materials in new and modern ways in a design that will be aesthetically enduring and that will add to the fine urban texture of the city. Finally, the construction of a high quality residential project will be an important asset for the community.

- e. Preserving and Ensuring Community Input: Through the PUD process, the Applicant has worked with representatives of ANC 1B, as well as the surrounding neighborhood, to create a new residential community that is a benefit to the neighborhood and the District of Columbia. The Applicant hosted community meetings and presented the Project to the LeDroit Park Civic Association and the Cardozo Shaw Neighborhood Association.

31. The Project also complies with the major elements of the Comprehensive Plan.

- a. Housing: The creation of up to 700 residential units on this currently underutilized site fully satisfies all of the above-noted provisions of the Housing Element of the Comprehensive Plan. As previously stated, the Project will devote 15 percent of the bonus density gained through the PUD process to affordable housing. The inclusion of these affordable units in the Project also is entirely consistent with the provisions of the Comprehensive Plan noted above.
- b. Urban Design: As shown in the detailed plans, elevations, and renderings included in the Applicant's January 6, 2006 submission (Exhibit 21), as modified by its PowerPoint presentation of January 26, 2006 (Exhibit 31) and its post-hearing submissions of February 13, 2006 (Exhibit 33), the Project exhibits all of the characteristics of exemplary urban design and architecture. The construction of prominent residential buildings will complement the established residential neighborhood that surrounds the site.
- c. Ward 1 Goals and Policies: The Ward 1 Element of the Comprehensive Plan seeks to stimulate production of new housing, maintain and strengthen the quality and construction of housing, and promote low- and moderate-income housing development opportunities. (See 10 DCMR § 1206.1 and 10 DCMR § 1207.1). The Project is consistent with these provisions of the Ward 1 Element of the Comprehensive Plan and the "appropriate study" discussed below.
- d. DUKE Plan: The Project is located within the area of land studied under the Draft Development Framework for a cultural destination district within Washington, DC's Greater Shaw/U Street Plan. The DUKE Plan has been proposed by the Office of Planning to celebrate and re-create an historical economic, cultural, social, and institutional center for the District's African-American community. The DUKE Plan seeks to guide future development of the project area by capitalizing on the area's historic context to restore the neighborhood with 18-hour destinations. As discussed in depth above, the Project will be consistent with the DUKE Plan's vision and will

Z.C. ORDER NO. 05-17 / 05-32

Z.C. CASE NOS. 05-17& 05-32

Page 12

be the first step in accomplishing a major goal of the DUKE Plan by contributing towards the design fees for the extension of Bryant Street. Several goals of the DUKE Plan will affect the Property. The DUKE Plan seeks: (1) an increase from moderate- to medium-density land use designations, (2) the designation of V Street as a neighborhood retail and service center, (3) residential development that includes affordable housing, and (4) the development of ground floor retail/entertainment uses and a mix of national and unique, locally-owned retail establishments on 7th, 9th, and U Streets and Florida Avenue. In addition, the Project will contribute design fees to further the goal of extending the street system in the vicinity of Bryant and W Streets to provide an east-west cut-through to link Georgia and Florida Avenues.

Office of Planning Report

32. By reports dated January 9, 2006, and February 20, 2006, the Office of Planning ("OP") recommended approval of the PUD applications. The recommendation was based on its findings that the Project is consistent with and will further important Comprehensive Plan objectives, is consistent with the zoning for the area, and provides an amenity package appropriate to the amount of density being gained through the PUD process. OP also stressed the importance of traffic mitigation in the area and recommended that the applications be approved subject to the contribution toward the proposed Bryant Street extension.

33. OP conditioned its recommendation for approval on the provision of the following amenities:

- a. A \$250,000 contribution to DDOT for design and engineering costs for a traffic circle and extension of Bryant Street;
- b. A \$100,000 contribution to ANC 1B for neighborhood amenities;
- c. Affordable housing totaling 29,800 square feet offered at 80 percent of the Area Median Income;
- d. Incorporation of green building technologies;
- e. Retail development of the V Street and Florida Avenue frontages including neighborhood serving retail;
- f. A First Source Agreement with DOES; and
- g. A Memorandum of Understanding with LBOC.

34. The Commission finds that the Applicant has offered to provide affordable housing in an amount equal to 15 percent of the bonus density generated by the PUD process. Under the gross floor area currently proposed, the affordable housing the Applicant would be required to provide would equal approximately 29,800 square feet.

Other Government Agency Reports

35. By report dated January 23, 2006, DDOT concluded that it had no objections to the Project. In its report, DDOT expressed concern that the driveway entrances for the parking garage and loading docks on Parcel B would be located adjacent to each other and would not provide the adequate clearance required by DDOT design standards.

36. During the public hearing and in its post-hearing submission of February 10, 2006, the Applicant addressed DDOT's concern about the driveway entrances for the parking garage and loading docks on Parcel B. The Applicant explained that the service entry to Parcel B, off the north frontage of V Street near the center of the block, will meet the D.C. Streetscape Standards dimension from the western property line. It will also meet the recommended maximum width for garage or loading entries. It will primarily serve the Parcel B parking garage and, to a much lesser extent, will serve a loading area that will be used, at most, once a day for trash pick-up and possibly twice a month for moving. Because of the small number of units in the building, a second entry exclusively for the minimal loading that will occur is not necessary. A second entry also would adversely affect the quality of the streetscape. Additionally, moving activities are normally scheduled by condominium unit owners to occur off-peak when the level of garage activity and local pedestrian traffic is at its lowest, and possible conflicts are therefore minimized. The minimum width of the garage ramp will be 14 feet, and the minimum width of the loading berth will be 12 feet. The total 26-foot width can be handled by one 24-foot wide opening and curb cut as illustrated in the attached plan. A six-foot-wide wall segment will be provided between the proposed loading/parking entry and the adjacent property to allow for pedestrian clearance, should the neighboring site locate its service entries in a manner similar to the subject site.

37. The Applicant learned, through conversations with DDOT, that a comprehensive study of streets, curbs, and sidewalk widths in this neighborhood is likely in the near future. The Applicant will continue to work closely with DDOT to ensure that the streetscape of the Project addresses the needs and requirements set forth by any new standards of street and sidewalk design for the neighborhood.

38. The Commission finds that the Applicant has demonstrated that the entrances to the parking garage and loading facilities for Parcel B are sufficient and that DDOT's concerns are unfounded.

CONCLUSIONS OF LAW

1. Pursuant to the Zoning Regulations, the PUD process provides a means for creating a "well-planned development." The objectives of the PUD process are to promote "sound project planning, efficient and economical land utilization, attractive urban design and the provision of desired public spaces and other amenities." 11 DCMR § 2400.1. The overall goal of the PUD process is to permit flexibility of development and other incentives, provided that the PUD

Z.C. ORDER NO. 05-17 / 05-32

Z.C. CASE NOS. 05-17& 05-32

Page 14

project "offers a commendable number or quality of public benefits, and that it protects and advances the public health, safety, welfare, and convenience." 11 DCMR § 2400.2

2. Under the PUD process, the Commission has the authority to consider these applications as either consolidated or first-stage PUDs. The Commission may impose development conditions, guidelines, and standards that may exceed or be less than the matter-of-right standards identified for height, FAR, lot occupancy, parking, loading, yards, and courts. The Commission may also approve uses that are permitted as special exceptions and would otherwise require approval by the Board of Zoning Adjustment.

3. The development of the Project will implement the purposes of Chapter 24 of the Zoning Regulations to encourage well-planned developments that will offer a variety of building types with more attractive and efficient overall planning and design than would be available under matter-of-right development.

4. Each of the applications (Case No. 05-17 and Case No. 05-32) individually meets the minimum area requirements of § 2401.1 of the Zoning Regulations.

5. The Project is within the applicable height, bulk, and density standards of the Zoning Regulations. The proposed height and density will not cause a significant adverse effect on any nearby properties and will help provide the critical concentration of residents required to transform this underutilized area. Mixed use is appropriate for Atlantic Plumbing North (Parcel C), which is located in the CR Zone. Mixed use also is appropriate for Atlantic Plumbing South (Parcels A, B, and D), which is located in the CR and ARTS/C-2-B zone. The Commission notes that the zoning for the Property will not be changed, and the proposed uses are permitted as a matter of right for the appropriate zone. As demonstrated in the Traffic Study submitted by the Applicant, the Project will not cause adverse traffic impacts, and the Property is located in close proximity to mass transit. The Project has been appropriately designed to complement and respect the existing adjacent buildings with respect to height and mass.

6. The application in Case No. 05-17, Atlantic Plumbing South (Parcels A, B, and D), meets the contiguity requirements of § 2401.3. The application in Case No. 05-32, Atlantic Plumbing North (Parcel C), also meets the contiguity requirements of § 2401.3.

7. The applications can be approved with conditions to ensure that any potential adverse effects on the surrounding area from the Project will be mitigated.

8. The benefits and amenities provided by the Project, particularly the provision of housing and affordable housing, parking, neighborhood-serving retail, and substantial monetary contributions to improve the neighborhood, are reasonable for the development proposed in Cases No. 05-17 and 05-32.

9. The applications seek an increase in height, FAR, and lot occupancy. They also seek a reduced court width requirement for Parcel A, aggregation of parking between Parcel A and Parcel D, and a reduction in the public space and residential recreation space requirements. They

Z.C. ORDER NO. 05-17 / 05-32

Z.C. CASE NOS. 05-17 & 05-32

Page 15

also seek flexibility with regard to height and setback requirements for roof structures and with respect to loading requirements. The benefits and amenities provided by the Project, particularly the provision of affordable housing, the superior design of the buildings, the contribution toward the proposed Bryant Street extension, and the transformation of an underutilized and largely vacant site into a vibrant mixed-use community, are all reasonable trade-offs for the requested development flexibility.

10. Approval of the PUD applications is appropriate, because the proposed development is consistent with the present character of the area and the existing zoning.

11. Approval of the PUD applications is not inconsistent with the Comprehensive Plan.

12. The Commission is required under D.C. Code § 1-309.10(d)(3)(A) (2001) to give "great weight" to the issues and concerns of the affected ANC. As is reflected in the Findings of Fact, ANC 1B voted in favor of recommending approval of the applications in Cases No. 05-17 and 05-32. The Commission agrees with the ANC that this Project should be approved.

13. Although the Commission has considered the objection of Howard University to the proposed extension of Bryant Street and the proposed traffic circle intersection with Sherman and Florida Avenues, the Commission notes that it does not have the jurisdiction to approve the proposed extension and implement DDOT's plan. The Commission also notes that the \$250,000 contribution by the Applicant to DDOT could be used to extend the street network in other areas or to find an alternative traffic mitigation solution.

14. The two applications for PUDs under the existing zoning for the Property will promote orderly development of the Property in conformance with the District of Columbia zone plan as embodied in the Zoning Regulations and Map of the District of Columbia.

15. The two applications for PUDs are subject to compliance with D.C. Law 2-38, the Human Rights Act of 1977.

DECISION

In consideration of the above Findings of Fact and Conclusions of Law, the Zoning Commission for the District of Columbia orders **APPROVAL**, consistent with this Order, of Case No. 05-17 and Case No. 05-32 for consolidated review and approval of two planned unit developments. This approval shall apply to the following properties included in Case No. 05-17: Square 2875, Lots 1106, 1107, 2012, 2026, and 2030. This approval shall apply to the following properties included in Case No. 05-32: Square 2873, Lots 1, 232, 852, 853, 859, and 864. The approval is subject to the following guidelines, conditions, and standards:

1. The PUD in Case No. 05-17 shall be developed in accordance with the plans prepared by Esocoff & Associates, dated January 6, 2006, marked as Exhibit 21 in the record, as modified by the PowerPoint presentation presented during the public hearing on January 26, 2006, marked as

Exhibit 31 in the record, and as further modified by the Applicant's post-hearing submission, dated February 13, 2006, marked as Exhibit 33 in the record.

2. The PUD in Case No. 05-32 shall be developed in accordance with the plans prepared by Esocoff & Associates, dated January 6, 2006, marked as Exhibit 11 in the record, as modified by the PowerPoint presentation presented during the public hearing on January 26, 2006, marked as Exhibit 21 in the record, and as further modified by the Applicant's post-hearing submission, dated February 13, 2006, marked as Exhibit 23 in the record.

3. The Project shall be a mixed-use development. With regard to the PUD in Case No. 05-17 (Atlantic Plumbing South), the building on Parcel A shall be constructed to a maximum height of 100 feet and a maximum density of 8.0 FAR, which is the combined FAR for Parcel A and Parcel D. The building on Parcel B shall be constructed to a maximum height of 90 feet and a maximum density of 6.3 FAR. The building on Parcel D shall be constructed to a maximum height of 60 feet and a maximum density of 8.0 FAR, which is the combined FAR for Parcel D and Parcel A. With regard to the PUD in Case No. 05-32 (Atlantic Plumbing North), the building on Parcel C shall be constructed to a maximum height of 100 feet and a density of 8.0 FAR.

4. With regard to the PUD in Case No. 05-17 (Atlantic Plumbing South), approximately 426,175 square feet of gross floor area shall be devoted to residential use. With regard to the PUD in Case No. 05-32 (Atlantic Plumbing North), approximately 295,269 square feet of gross floor area shall be devoted to residential use. The Applicant shall have the flexibility to construct between 630 and 700 residential units in the Project, including Atlantic Plumbing North and Atlantic Plumbing South.

5. The retail use is required on Parcels A, B, and C in the following amounts: Parcel A – 6,245 square feet; Parcel B – 4,306 square feet; and Parcel C – 4,243 square feet. Retail use is permitted, but not required, on Parcel D. If retail use is not provided on Parcel D, that space will be used for residential use.

6. Of the residential gross floor area for the Project, a minimum of approximately 29,800 square feet shall be devoted to affordable housing for residents with an income that is no greater than 80 percent of the Area Median Income. The required affordable housing shall be divided proportionately among the buildings on Parcels A, B, and D, and shall be phased accordingly.

7. The PUD approved as Case No. 05-17 (Atlantic Plumbing South) shall include a minimum of one parking space per residential unit with a minimum of nine spaces devoted to the retail uses. The PUD approved as Case No. 05-32 (Atlantic Plumbing North) shall include a minimum of one parking space per residential unit. This parking requirement may be satisfied with any combination of full and compact parking spaces.

8. Prior to the issuance of a building permit for any building approved by either Case No. 05-17 (Atlantic Plumbing South) or Case No. 05-32 (Atlantic Plumbing North), the Applicant shall make a monetary contribution of \$250,000 to the District Department of Transportation.

The Applicant's contribution for one of the approved PUDs shall satisfy the requirement for the requirement for the other PUD.

9. Prior to the issuance of a building permit for any building approved by either Case No. 05-17 (Atlantic Plumbing South) or Case No. 05-32 (Atlantic Plumbing North), the Applicant shall make a monetary contribution of \$100,000 to ANC 1B for allocation consistent with Finding of Fact No. 27e. The Applicant's contribution for one of the approved PUDs shall satisfy the requirement for the requirement for the other PUD.

10. Prior to the issuance of a building permit for any building approved by either Case No. 05-17 (Atlantic Plumbing South) or Case No. 05-32 (Atlantic Plumbing North), the Applicant shall make a monetary contribution of \$10,000 to the Historic Preservation Division of the Office of Planning to provide historic signage. The Applicant's contribution for one of the approved PUDs shall satisfy the requirement for the requirement for the other PUD.

11. The Applicant shall have flexibility with the design of the Project in the following areas:

- a. To vary the location and design of all interior components, including partitions, structural slabs, doors, hallways, columns, stairways, mechanical rooms, elevators, and toilet rooms, provided that the variations do not change the exterior configuration or appearance of the structures;
- b. To vary the final selection of the exterior materials within the color ranges and material types as proposed without a reduction in quality, based on availability at the time of construction;
- c. To make minor refinements to exterior details and dimensions, including balcony enclosures, belt courses, sills, bases, cornices, railings and trim, or any other changes to comply with Construction Codes or that are otherwise necessary to obtain a final building permit;
- d. To vary the size and location of retail entrances to accommodate the needs of specific retail tenants; and
- e. To make alterations to the parking garage design provided that the parking garage contains a minimum of one parking space for each residential unit, which requirement may be satisfied with any combination of compact and full-sized spaces, and conforms to the Zoning Regulations regarding parking garages, such as but not limited to aisle width.

12. The Applicant shall enter into a Memorandum of Understanding with the Office Of Local Business Development. The Applicant shall abide by the terms of the Memorandum of Understanding in order to achieve, at a minimum, the goal of 35 percent participation by local, small, and disadvantaged businesses in the contracted development costs in connection with the design, development, construction, maintenance, and security for the Project to be created as a

Z.C. ORDER NO. 05-17 / 05-32

Z.C. CASE NOS. 05-17& 05-32

Page 18

result of Case No. 05-17 (Atlantic Plumbing South) and Case No. 05-32 (Atlantic Plumbing North).

13. The Applicant shall enter into a First Source Employment Agreement with the Department of Employment Services. The Applicant shall abide by the terms of the agreement in order to achieve the goal of utilizing the District of Columbia residents for at least 51 percent of the jobs created by the Project.

14. No building permit shall be issued for any building approved by either Case No. 05-17 (Atlantic Plumbing South) or Case No. 05-32 (Atlantic Plumbing North) until the Applicant has recorded a covenant in the land records of the District of Columbia, between the owner(s) and the District of Columbia, that is satisfactory to the Office of the Attorney General for the District of Columbia and the Zoning Division of the Department of Consumer and Regulatory Affairs ("DCRA"). Such covenant shall bind the Applicant and all successors in title to construct on and use the applicable PUD Parcel in accordance with this Order or amendment thereof by the Zoning Commission.

15. The Office of Zoning shall not release the record of this case to the Zoning Division of DCRA until the Applicant has filed a copy of the covenant with the records of the Zoning Commission.

16. Prior to the issuance of a certificate of occupancy for any building approved by either Case No. 05-17 (Atlantic Plumbing South) or Case No. 05-32 (Atlantic Plumbing North), the Applicant shall cause the recordation of a covenant in the land records of the District of Columbia that limits the use of the affordable units in such buildings to affordable housing for not fewer than twenty (20) years.

17. The PUDs approved in Case No. 05-17 (Atlantic Plumbing South) and Case No. 05-32 (Atlantic Plumbing North) shall be valid for a period of two (2) years from the effective date of this Order. Within such time, an application must be filed for a building permit for one of the buildings in either PUD as specified in 11 DCMR § 2409.1. The phasing of the four buildings is permitted. The filing of an application for a building permit for one of the four buildings shall vest this Order with regard to Case No. 05-17 (Atlantic Plumbing South) and Case No. 05-32 (Atlantic Plumbing North). However, an application for the final building permit must be filed within five (5) years of the issuance of a certificate of occupancy for the first building.

18. 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., (the "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, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination, which 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

Z.C. ORDER NO. 05-17 / 05-32

Z.C. CASE NOS. 05-17& 05-32

Page 19

violation of the Act will not be tolerated. Violators will be subject to disciplinary action. The failure or refusal of the Applicant to comply shall furnish grounds for denial or, if issued, revocation of any building permits or certificates of occupancy issued pursuant to this Order.

On March 2, 2006, the Zoning Commission **APPROVED** the application in **Case No. 05-17** by a vote of 3-0-2 (Anthony J. Hood, Michael G. Turnbull, and Gregory N. Jeffries to approve; John G. Parsons, having not participated, not voting; and Carol J. Mitten, not present, not voting) and **APPROVED** the application in **Case No. 05-32** by a vote of 3-0-2 (Anthony J. Hood, Gregory N. Jeffries, and Michael G. Turnbull to approve; John G. Parsons, having not participated, not voting; and Carol J. Mitten, not present, not voting).

This Order was **ADOPTED** by the Zoning Commission at its public meeting on April 20, 2006, in **Case No. 05-17** by a vote of 4-0-1 (Anthony J. Hood, Michael G. Turnbull, and Carol J. Mitten to adopt; Gregory N. Jeffries to adopt by absentee ballot; John G. Parsons, having not participated, not voting) and **ADOPTED** by the Zoning Commission at its public meeting on April 20, 2006, in **Case No. 05-32** by a vote of 4-0-1 (Carol J. Mitten, Michael G. Turnbull, and Anthony J. Hood to adopt; Gregory N. Jeffries to adopt by absentee ballot; John G. Parsons, having not participated, not voting).

In accordance with the provisions of 11 DCMR § 3028, this Order shall become final and effective upon publication in the *D.C. Register*; that is on _____.

JUN 2 2006

ZONING COMMISSION FOR THE DISTRICT OF COLUMBIA
NOTICE OF FINAL RULEMAKING

AND

Z.C. ORDER NO. 03-09

Z.C. Case No. 03-09

(Text Amendment – District Government Agency Uses
in Public School Buildings - 11 DCMR)

January 9, 2006

The full text of this Zoning Commission order is published in the “Final Rulemaking” section of this edition of the *D.C. Register*.

OFFICE OF DOCUMENTS AND ADMINISTRATIVE ISSUANCES
PUBLICATIONS PRICE LIST

DISTRICT OF COLUMBIA MUNICIPAL REGULATIONS (DCMR)

TITLE	SUBJECT	PRICE
1	DCMR MAYOR AND EXECUTIVE AGENCIES (JUNE 2001).....	\$16.00
3	DCMR ELECTIONS & ETHICS (JUNE 1998).....	\$20.00
4	DCMR HUMAN RIGHTS (MARCH 1995).....	\$13.00
5	DCMR BOARD OF EDUCATION (DECEMBER 2002).....	\$26.00
6A	DCMR POLICE PERSONNEL (MAY 1988).....	\$8.00
7	DCMR EMPLOYMENT BENEFITS (JANUARY 1986).....	\$8.00
8	DCMR UNIVERSITY OF THE DISTRICT OF COLUMBIA (JUNE 1988).....	\$8.00
9	DCMR TAXATION & ASSESSMENTS (APRIL 1998).....	\$20.00
10	DCMR DISTRICT'S COMPREHENSIVE PLAN (PART 1, FEBRUARY 1999).....	\$33.00
10	DCMR PLANNING & DEVELOPMENT (PART 2, MARCH 1994) w/1996 SUPPLEMENT*.....	\$26.00
11	DCMR ZONING (FEBRUARY 2003).....	\$35.00
12	DCMR CONSTRUCTION CODES SUPPLEMENT (2003).....	\$25.00
13B	DCMR BOILER & PRESSURE VESSEL CODE (MAY 1984).....	\$7.00
14	DCMR HOUSING (DECEMBER 2004).....	\$25.00
15	DCMR PUBLIC UTILITIES & CABLE TELEVISION (JUNE 1998).....	\$20.00
16	DCMR CONSUMERS, COMMERCIAL PRACTICES & CIVIL INFRACTIONS (JULY 1998) W/DECEMBER 1998 SUPPLEMENT.....	\$20.00
17	DCMR BUSINESS, OCCUPATIONS & PROFESSIONS (MAY 1990).....	\$26.00
18	DCMR VEHICLES & TRAFFIC (APRIL 1995) w/1997 SUPPLEMENT*.....	\$26.00
19	DCMR AMUSEMENTS, PARKS & RECREATION (JUNE 2001).....	\$26.00
20	DCMR ENVIRONMENT - CHAPTERS 1-39 (FEBRUARY 1997).....	\$20.00
20	DCMR ENVIRONMENT - CHAPTERS 40-70 (FEBRUARY 1997).....	\$26.00
21	DCMR WATER & SANITATION (FEBRUARY 1998).....	\$20.00
22	DCMR PUBLIC HEALTH & MEDICINE (AUGUST 1986).....	\$26.00
22	DCMR HEALTH CARE & COMMUNITY RESIDENCE FACILITIES SUPPLEMENT (AUGUST 1986 - FEBRUARY 1995).....	\$13.00
23	DCMR ALCOHOLIC BEVERAGES (AUGUST 2004).....	\$10.00
24	DCMR PUBLIC SPACE & SAFETY (DECEMBER 1996).....	\$20.00
25	DCMR FOOD AND FOOD OPERATIONS (AUGUST 2003).....	\$20.00
26	DCMR INSURANCE (FEBRUARY 1985).....	\$9.00
27	DCMR CONTRACTS AND PROCUREMENT (JULY 1988).....	\$22.00
28	DCMR CORRECTIONS, COURTS & CRIMINAL JUSTICE (AUGUST 2004).....	\$10.00
29	DCMR PUBLIC WELFARE (MAY 1987).....	\$8.00
30	DCMR LOTTERY AND CHARITABLE GAMES (MARCH 1997).....	\$20.00
31	DCMR TAXICABS & PUBLIC VEHICLES FOR HIRE (JULY 2004).....	\$16.00

Publications Price List (Continued)

OTHER PUBLICATIONS

1994 - 1996 Indices	\$52.00 + \$5.50 postage
1997 - 1998 Indices	\$52.00 + \$5.50 postage
Complete Set of <i>D.C. Municipal Regulations</i>	\$628.00
D.C. Register yearly subscription.....	\$195.00
Rulemaking Handbook & Publications Style Manual (1983).....	\$5.00
*Supplements to D.C. Municipal Regulations	\$4.00

MAIL ORDERS: Send exact amount in check or money order made payable to the D.C. Treasurer. Specify title and subject. Send to: D.C. Office of Documents and Administrative Issuances, Room 520, One Judiciary Square, 441 - 4th St., N.W., Washington, D.C. 20001. Phone: 727-5090

OVER THE COUNTER SALES: Come to Rm. 520, One Judiciary Sq., Bring check or money order.

All sales final. A charge of \$65.00 will be added for any dishonored check (D.C. Law 4-16)