

Advisory Neighborhood Commission (ANC) 7E

Resolution for Fletcher-Johnson at the Park Community Benefits Agreement

Zoning Commission Case No. 24-06

ANC Resolution - 7E-24-004

COMMUNITY BENEFITS AGREEMENT BY AND BETWEEN FLETCHER JOHNSON COMMUNITY PARTNERS (FJCP) AND ANC 7E

This Community Benefits Agreement (“Agreement”) is made as of October 8, 2024, by and between Fletcher Johnson Community Partners (the “Developer”) and the Advisory Neighborhood Commission 7E (the “ANC”) for the purpose of detailing the community benefits related to the development to the Fletcher Johnson Campus for lots 802 in Square 5344 (the “Property”).

Responsibilities of Organizations

Fletcher Johnson Community Partners (FJCP): Shall deliver an acceptable Community Benefits Agreement (CBA) in coordination with ANC7E and fulfill the commitments included in the CBA. For the purposes of this CBA, The FJCP represents the project development entity or entities that will sign the Land Disposition Agreement with the government of the District of Columbia.

Advisory Neighborhood Commission 7E (ANC): Shall act as a representative body of citizens from the immediate community to address matters concerning the Fletcher Johnson Development by hosting dedicated meetings and educating residents on the progress of development.

ARTICLE I

WHEREAS, FJCP shall, subject to the terms and conditions of a Land Disposition and Development Agreement (LDDA) between the Developer and government of the District of Columbia, and the provisions of Article II(B) of the Community Benefits Agreement (CBA), invest in the redevelopment of the Fletcher Johnson Campus through creating and executing a development program that is envisioned to include, but is not limited to open green space, approximately 950 multifamily rental apartments, 49 townhomes, 45,000 gross square feet of commercial office and retail use, and parking resources adequate to support these uses (the “Project”).

WHEREAS, FJCP shall develop the Fletcher Johnson Campus, by creating urban design, architecture, and landscaping which shall include public spaces, sidewalks with streetscapes and activation along Benning Road.

WHEREAS, FJCP shall have flexibility to vary the phasing anticipated for the Project and vary interim uses at the Property while the phases of the Project are being developed.

WHEREAS, the ANC seeks to ensure that the development of the Fletcher Johnson Campus provides appropriate and adequate project amenities and public benefits for area residents and the community.

WHERRAS, FJCP shall finalize, publish, and present their master plan for the property that has the approval of the ANC.

WHEREAS the Parties have met and agreed to enter into this Agreement to outline the community benefits relating to the Fletcher Johnson Project.

WHEREAS, with the following conditions in mind, the ANC agrees to support the FJCP, including providing a report and/or testimony in support of the Project's entitlement processes and Zoning cases and the ANC agrees not to oppose the development of the Fletcher Johnson Project within any other forums.

WHEREAS, the Parties intend for this CBA to be enforceable by the ANC or by conditions required by any Zoning Commission order granted for the Project. The agreement may also be modified in future approvals.

WHEREAS, the parties agree that it may be necessary for FJCP to pursue additional funding in the form of a TIF, DHCD Housing Production Trust Fund grant, or other District subsidy. The Parties agree to allocate a portion of such funds, if applicable, to fund affordable housing at the Fletcher Johnson Project.

ARTICLE II

A. Definitions

“Permanent FTE Job” shall mean a job that involves a 30-hour or more work week.

“Permanent FTE Construction Job” shall mean a job that is approximately 24 months in duration and involves a 30-hour or more work week.

Predevelopment/Construction FTE Job” shall mean a job that is less than 24 months in duration, results from the development of the Project, and involves a work week that is less than 30 hours.

“Locally Impacted Area/Residents” shall mean residents living within the current ANC boundaries.

B. Community Engagement

1. Community Consultation. The Developer agrees to meet with ANC, and other community groups if there any major development program changes to the project development plans attached hereto as Exhibit A. The Parties acknowledge that the Developer has met a number of times with representatives of the ANC, FJTf, and local organizations to ensure that the project plans have addressed the communities' concerns.

2. Community Centered Placemaking – In collaboration with the ANC, FJCP will conduct a Community Placemaking exercise within which stakeholders can contribute to further defining the guiding vision and core Principles of Fletcher-Johnson @ The Park.
3. Development Standards. The Developer will comply with the development standards regarding inclusionary zoning units when applicable as set forth in Subtitle C, Section 1005 of the zoning Regulations, such that all inclusionary units will be comparable in exterior design, materials, and finishes to the market-rate units, and the interior amenities of all inclusionary units will be of good quality and consistent with contemporary standards for new housing. The Developer will ensure compliance with the applicable provisions of the Americans with Disabilities Act, as amended, and any regulations relating thereto and all other applicable federal and District laws relating to the elimination of architectural and communication barriers for the handicapped.

C. Employment Opportunities

4. Apprenticeships–The Developer will implement a Department of Employment Services (“DOES”) approved apprenticeship program for the Project. The Developer shall use commercially reasonable efforts to ensure that Subcontractors implement DOES approved apprenticeship programs with a preference for Ward 7 residents for the Project as required to comply with DC Code 32-1431.
5. Internships–The Developer shall either create a paid summer internship program or contract with a qualified paid summer internship program, or hire a General Contractor and/or Subcontractors with paid summer internships programs, for hiring up to a total of 30 summer interns, to be spread across the construction phases, with a preference for students that reside in Ward 7 or attend(ed) HD Woodson High School, Eastern High Schools, other High School students from Ward 7 and graduates from the University of the District of Columbia and Community College Preparatory Academy.
6. First Source Employment Agreement–The Developer shall enter into a First Source Employment Agreement with DOES as required by the Land Disposition and Development Agreement (LDDA). The Developer shall work with the ANC to determine community mandated goals for employment of Ward 7 residents that seek to exceed the goal mandated by the First Source Employment Agreement. A supplemental agreement to this Community Benefits Agreement shall be executed between the Developer and ANC following execution of the First source Employment Agreement by the Developer. The supplemental agreement will require the Developer to use commercially reasonable efforts to attempt to reach employment levels beyond those required by the First Source Employment Agreement.

7. Certified Business Enterprise Requirements—The Developer shall enter into an agreement with the District of Columbia that shall require the Developer, at a minimum, contract with Certified Business Enterprises (“CBEs”) as consistent with applicable law. The Developer shall use all commercially reasonable efforts to ensure that licensed and bonded Ward 7 and/or Ward 8 businesses that have the necessary skills and experience shall constitute at least 51% of the CBE Requirement for the project. The Developer shall instruct its General Contractor to use all commercially reasonable efforts to enter into a joint venture agreement, partner with, or hire Ward 7 or East of the River licensed and bonded minority-owned subcontractors for construction of one or more of the Buildings.
8. Contracting and Subcontracting—The Developer shall use commercially reasonable efforts to ensure that the awarded General Contractor or General Contractors at a minimum make good faith efforts to identify and solicit bids from qualified Ward 8 and Ward 7 Businesses / General Contractors / Subcontractors / Vendors that have the necessary skills and experience to perform the specified work. These efforts could include contracts for security, landscaping, or custodial services, supply contracts, or construction contracts. During the bidding process, the Developer agrees to take commercially reasonable efforts to evaluate options for and consider (i) breaking large contracts into smaller contracts; (ii) conducting outreach within the Locally Impacted Area; and (iii) reviewing bids from businesses that include minority-owned, woman-owned, and/or small or disadvantaged businesses. Otherwise, qualified Ward 7 and Ward 8 Businesses / General Contractors / Subcontractors / Vendors shall not be disqualified due to inability to bond or limits of insurance for the specified work if there is a commercially reasonable alternative to the bonding/insurance requirements for a project of this size and scope. The Developer shall use commercially reasonable efforts to ensure that, as part of their contractual agreement with the awarded General Contractor or General Contractors, appropriate group insurance and bond programs are established to include qualified Ward 7 and Ward 8 Businesses / General Contractors / Subcontractors / Vendors.

The Developer shall use commercially reasonable efforts to ensure that, as part of their contractual agreement with the awarded General Contractor or General Contractors, Ward 7 and Ward 8 Subcontractors have a fair and competitive opportunity to submit bids and to be considered for selection.

9. Davis-Bacon—The Developer shall, as may be required by the District of Columbia, on those portions of the Project receiving public subsidy, adhere to Davis-Bacon Federal Wage Requirements law requiring that laborers working on the Project be paid prevailing wage for the trade area as defined by the U.S. Department of Labor.
10. Marketing of Employment Opportunities—The Developer agrees to notify all Ward 7 ANC’s at least 30 days in advance (when feasible) of new positions becoming available during the development of the Project for the purpose of using the ANCs to assist the Developer with marketing such new employment opportunities to Ward 7 residents.

D. Ward 7 Employment Opportunities

11. The Developer will engage one or more Ward 7 based community organizations, such as Marshall Heights Community Development Organization, to create and provide targeted workforce development opportunities for Ward 7 residents and businesses.
12. The Developer shall use all commercially reasonable efforts to establish or otherwise work with an existing equity crowd-funding platform to allow members of the public the opportunity to participate in at least 5% of the equity funding for Building B within the Development Site.
13. The Developer and/or its contractor(s) and/or subcontractor(s) shall use commercially reasonable efforts to provide, new and/or existing Predevelopment/Construction FTE Jobs and training and pre-apprenticeship opportunities to qualified residents of Ward 7 for the duration of construction activities as follows:
 - a. When feasible, reserving a total of 25 construction jobs spread across construction for qualified Ward 7 residents who have the necessary skills and experience for the applicable construction job(s); and collaboration with a qualified workforce development firm to use all commercially reasonable efforts to work towards achieving a goal of hiring up to 15 additional Predevelopment/Construction FTE Jobs to qualified Ward 7 residents who have the necessary skills and experience for the applicable construction job(s), with such requirement to be included in the terms of the major trade subcontracting agreement(s);
 - b. When feasible, mandatory provision of first notice of availability of and first opportunity to interview for Predevelopment/Construction FTE Jobs for Ward 7 residents, and when feasible such Predevelopment/Construction FTE Job listings will be provided to the ANC two (2) weeks prior to distributing the same to DOES and thirty (30) days prior to distributing the same to the general public; and
 - c. In partnership with one or more Ward 7 based community organizations, such as Marshall Heights Community Development Organization, provide training and apprenticeship opportunities for the Ward 7 residents that are hired for such Predevelopment/Construction FTE Jobs in order to advance their skills and employment prospects beyond the completion of the Project.
14. The Developer shall use all commercially reasonable efforts to provide, a minimum of three new and/or existing Permanent FTE Jobs spread across construction activities for qualified Ward 7 and/or Ward 8 residents who have the necessary skills and experience for the applicable job(s), for a minimum of six (6) years following the issuance of a Certificate of Occupancy for each respective Building. The Permanent FTE Jobs shall be in fields such as,

but not limited to, property management, parking operations, janitorial maintenance, and retail operations. In furtherance of the foregoing:

- d. The Developer will use commercially reasonable efforts to encourage retail tenants to employ qualified residents of Wards 7 in any newly created entry level management and professional positions;
- e. The Developer will collaborate with the ANC to disseminate information regarding available employment positions to Ward 7 residents and to identify qualified, trained and readily available workers;
- f. The Developer will appoint an individual responsible for disseminating job information to the ANC and interfacing with the community during and after the development phases;

E. Affordable Local Space for Workforce Training

- 15. For a period of three (3) years after the issuance of the Certificate of Occupancy for office space within Building B, the Developer, in partnership with a longstanding Ward 7 community-based economic development organization shall support existing and emerging hospitality training, workforce training, or community co-working space businesses by offering a total of 5,000 square feet of Affordable Local Office Space with a lease preference for Ward 7 businesses. Affordable Local Office Space rents will be 80% of the base market rental rate as determined by using 7-10 comparable rental rates within a one (1) mile of the Development Site, exclusive of tenant improvements, at the time that the Affordable Local Office Space is leased. If the Developer is unable to execute a commercially reasonable lease for the Affordable Local Office Space within 90 days of the issuance of the Certificate of Occupancy for the Building B commercial space with a Ward 7 business, then the Developer shall have the right to lease the Affordable Local Office Space to any business, with a strong preference for a District-based business. The foregoing is subject to preleasing requirements for the financing of the Affordable Local Office Space.

F. Affordable Retail Space

- 16. For a period of three (3) years after the issuance of the Certificate of Occupancy for the respective building that includes retail space within Building B, the Developer shall support existing and emerging local businesses by offering a total of 5,000 square feet of “Affordable Local Retail,” which space could be used for commercial kitchen incubator or other community retail business, with a lease preference for Ward 7 small businesses. Affordable Local Retail leases will be 80% of the base market rental rate as determined by using 7-10 comparable leasing rates within one (1) mile of the Development Site, exclusive of improvements, at the time that the Affordable Local Retail Space is leased.
- 17. Community-Based Retailer Initiative – FJCP will create an initiative that offers Ward 7 retailers the opportunity to conduct mobile and/or pop-up retail and lease permanent retail space at Fletcher Johnson @ The Park.
- 18. For a period of five (5) years after the issuance of the Certificate of Occupancy for office space within Building B, The Developer shall offer up to 5,000 square feet of floor area for

an Early Childhood Education Facility at the site. The rent for the Early Childhood Education Facility will be 80% of the base market rental rate for office space. The foregoing is subject to preleasing requirements for the financing of the Childhood Education Facility.

G. Charitable Contributions to Local Organizations

19. The Developer shall contribute \$25,000 annually for a period of fourteen (14) years (for a total contribution of \$350,000) to fund community programs and activities including, but not limited to:

- g. Community programming (i.e., Marshall Heights Day, Holiday Lighting, and Community Activities)
- h. Youth Development
- i. Educational Support
- j. Neighborhood Cleaning and Beautification
- k. Streetscaping/Signage

The first annual contribution shall be made 90 days after the commencement by FJCP of the construction of the first multifamily rental building. Contributions shall be funded to a Fiduciary Agent selected by the ANC.

G. Homeownership Opportunities – Affordable to a range of household incomes, including families earning between 50% to 80% of the Area Median Income of the Washington DC Metropolitan Statistical Area (AMI). At a minimum, FJCP will meet the requirements of District of Columbia Code 10-801. FJCP will engage a Ward 7 based community organization to help prepare families and individuals interested in purchasing one of the townhomes at Fletcher Johnson.

H. Multifamily Rental Apartments – Affordable to a range of household incomes, including families earning between 30% to 50% of the Area Median Income of the Washington DC Metropolitan Statistical Area (AMI). When feasible, each residential rental building, shall have at least four (4) units with more than three (3) bedrooms; (2) of those units in each building will be rented at 80% AMI. At a minimum, FJCP will meet the requirements of District of Columbia Code 10-801.

I. Amenity/Activity Spaces – A variety of spaces designed to accommodate community amenities and activities that may include but not be limited to:

- l. Prepared Food Retail Concepts*
- m. Grocery Retail Concept*
- n. Childcare & Early Childhood Education*
- o. Business Incubator and Co-Working*
- p. Health and Wellness*
- q. Education and Career Development*

Green Space – Pedestrian friendly active green spaces for residents and visitors. FJCP will collaborate with community stakeholders in the design and programming of the green space at Fletcher Johnson through a collaborative placemaking process.

Heritage and Culture – FJCP will collaborate with community stakeholders in the design and creation of spaces within the development which remember and honor the culture and history of the Fletcher-Johnson Campus, the surrounding neighborhood, and Ward 7. The spaces will include, but are not limited to, a memorial garden, acknowledgement of Payne Cemetery, historical plaques, and commemorative installations such as seating.

K. Construction Noise and Nuisance Issues–

20. The Developer shall coordinate with the ANC to mitigate negative impacts of construction.
21. Website – FJCP agrees to maintain a website for the project. This website will provide updates of scheduled activities throughout the construction phase of development.
22. Public Complaint Process–The Developer shall establish a process that includes the creation of a website, a contact email, and the provision of a phone number to promptly address public complaints and shall maintain written records of complaints, investigations and responsive actions taken, all of which shall be made available to the ANC upon request.
23. The Developer shall hire a firm for pest control as required by District of Columbia law.

L. Environmental and Sustainable Benefits—The Developer shall at a minimum meet the District of Columbia required Green standards at the time of construction.

M. Naming Opportunities—The Developer shall solicit public input and recommendations from the ANC, the Ward 7 Councilmember, and community organizations when determining naming opportunities at the site.

N. Community Access to the Property

- a. ANC Office Space.** The Developer agrees to provide the ANC with office space on the site.
- b. Local Organization Access.** The Developer agrees to give priority to Ward 7 community organizations seeking to access any public meeting or public event space created by the project.
- c. . Seamless Integration with Existing Community.** FJCP agrees to limit physical barriers between the project’s public space and the surrounding community to promote seamless integration with the existing community.

O. Community Support Obligations

24. Considering the Developer’s commitments set forth in this Agreement, the ANC, agree to support the redevelopment of the Fletcher Johnson Development site through the following support efforts:

- r. Upon the written request of the Developer, the ANC named above shall send written communication in support of the Project as may be necessary from time to time to advance the execution of the Project;
- s. The ANC shall, upon the written request of the Developer, work with the Developer to prepare a collaborative media strategy regarding support for the project;

P. Conditions to Developer's Obligations—The Community benefits related to the development of the Fletcher Johnson Site were negotiated in good faith and are based upon the Developer's ability to secure funding, entitlements, and legislative actions necessary to deliver the Project. Therefore, the Developer's obligations set forth in Sections C, D, E, F, H, I, L, and N are not triggered unless and until each of the following occurs: (a) LDDA ratification, (b) Entitlement approvals, (c), any applicable governmental and landlord approvals, (d) and Project financing.

BE IT RESOLVED, that ANC 7E strongly approves this Community Benefits Agreement for the Fletcher Johnson at the Parks Development for Zoning Commission Case No. 24-06. ANC 7E is satisfied with the engagement, responsiveness, and assurances of FJCP in the redevelopment plan for the campus. In addition to satisfying many of the community's needs and goals, the redevelopment plan, accomplished through a Zoning Map amendment and the Land Disposition Agreement, will advance many of the District's Comprehensive Plan's goals regarding housing (market rate and affordable), transportation, design, community facilities, sustainability, and equity.

ADOPTED at a regular public meeting of ANC 7E on October 8, 2024 in which notice was properly given, with a quorum of 3 of 5 commissioners present, and 3 of 3 commissioners required to be in attendance to achieve a quorum, established by a vote of 3 YES - 0 NO - 0 PRESENT

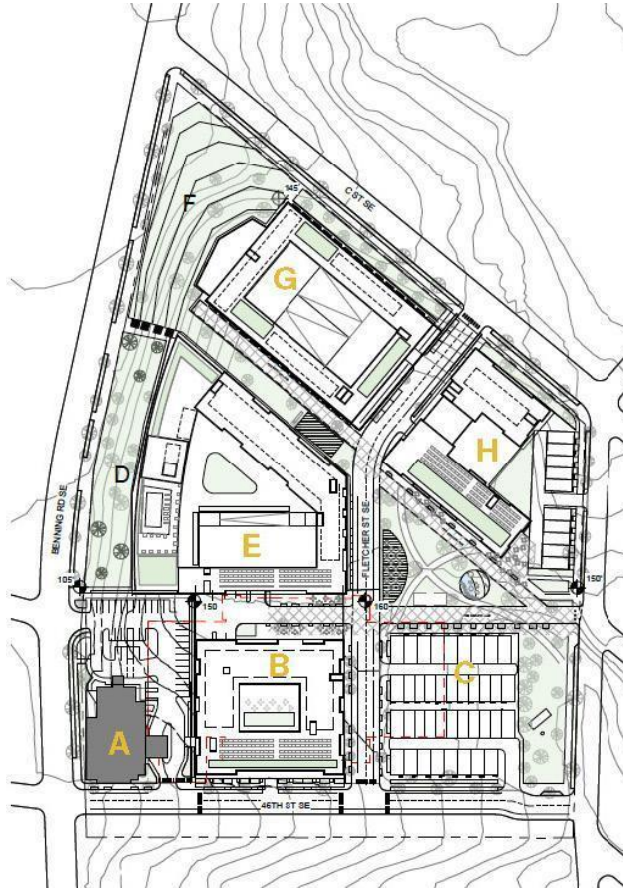
ON BEHALF OF THE COMMISSION

Sincerely,

A handwritten signature in dark ink, appearing to read 'Natasha Dupee', with a stylized, flowing script.

Natasha Dupee, Chairperson
ANC 7E

EXHIBIT A



Parcel	Use	Apartment Units	Townhomes	Commercial / Non-Residential GSF
Parcel A	Healthcare Services			12,000
Parcel B	Independent Senior Housing and Community Oriented Commercial Space	218		8,300
Parcel C	Townhomes		39	
Parcel D	Parks and Open Space			
Parcel E	Rental Apartments and Retail	390		50,000
Parcel F	Parks and Open Space			
Parcel G	Rental Apartments	184		
Parcel H	55+ Active Adults, Townhomes, and Retail	160	10	9,000
TOTAL - Proposed		952	49	79,300

