

THE WESLEY THEOLOGICAL SEMINARY



PRE-HEARING STATEMENT FOR A CAMPUS PLAN TO THRIVE IN PLACE YEAR 2025 THROUGH 2035 Z.C. CASE NO. 23-08(1) APRIL 11, 2025

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The figure of Christ on the exterior wall of the chapel facing Massachusetts Avenue was carved on site.

EXECUTIVE SUMMARY

SUMMARY OF THIS APPLICATION

In 2006, the Wesley Theological Seminary of The United Methodist Church ("Wesley Seminary") obtained approval for its first Campus Plan (2006-2015). Since then, changing circumstances required Wesley Seminary to reevaluate and restructure its original Campus Plan on several occasions. Through this process, Wesley Seminary has successfully evolved in its educational mission and facilities to serve that mission: *The mission of Wesley Theological Seminary is to equip persons for Christian ministry and leadership in the church and the world, to advance theological scholarship, and to model a prophetic voice in the public square.*

This new Campus Plan for 2025 through 2035 and beyond ("2025 Plan"), provides facilities and resources for Wesley Seminary to Thrive in Place as one of the top thirty theological seminaries and continue its leadership locally, regionally, nationally, and internationally.

CAMPUS PLAN (2006-2015)

In 2006, the Zoning Commission in Z.C. Case No. 05-40 approved Wesley Seminary's first Campus Plan, which supported its academic and religious mission with a 21st century campus achieved by a combination of renovation, demolition, and new construction while maintaining the scale and feel of the existing hilltop campus. That Plan maintained the current level of enrollment and added 72,500 square feet of gross floor area. Approximately 30,000 square feet of Residential Space; approximately another 30,000 square feet of Academic Space; approximately 5,000 square feet of Chapel Space; and 7,500 square feet of Support Space were to be added to the Campus.

CHANGING CIRCUMSTANCES RESULT IN A RE-EVALUATION OF THE CAMPUS PLAN

The original Campus Plan was an ambitious and aspirational vision for the Seminary, including a substantially enlarged library. A revolution in digital resources, the advent of online educational modalities, a prolonged economic downturn, declining enrollment, and changes in theological education forced a re-evaluation of that Campus Plan. While the Campus Plan was being restructured, Wesley Seminary continued to invest in its facilities and programs, including an upgrade of its underground utilities, removal and/or remediation of all asbestos, establishing the "Wesley at Mount Vernon Square" offsite facility, and renovations of the existing Library and Chapel.

AMENDED CAMPUS PLAN (2012-2025)

Approved in Z.C. Case 05-40A, this Plan was developed to meet the Seminary's strategic vision with more limited resources and evolving needs. The approved amendment and extension of the original Campus Plan until 2025 maintained the levels of student, faculty, and staff, but substantially reduced the previously approved new construction. The existing Campus facilities were maintained without demolition and several previously approved new buildings were eliminated. The only addition to the Campus was the new 3-story, 76 bed Residence Hall that was opened in 2014 ("2014 Dorm"). Additionally, the two existing 1960-era residential buildings, Chapel and Library were renovated, all buildings were made handicapped accessible, major renovation and "greening" of utilities was accomplished, and IT was brought to current standards. Surface parking was increased, and other campus enhancements were made.

MODIFICATION OF CAMPUS PLAN (2016-2019)

In 2016, in the aftermath of the economic recovery from 2008, nationwide seminary enrollment continued to be weak and in decline. Despite its top-tier reputation and unique location, Wesley Seminary was not immune from this trend. In Zoning Commission Order No. 05-40B, the Zoning Commission authorized Wesley Seminary to allow up to fifty-five (55) non-Wesley graduate students to occupy Straughn Hall through May 2019.

MODIFICATION OF CAMPUS PLAN (2017-2019)

In Zoning Commission Case No. 05-40C, the Zoning Commission approved the expansion of housing on campus for non-Wesley graduate students. Through December 2019, fifty-five (55) non-Wesley graduate students were permitted in Straughn Hall, six (6) in Carroll Hall, and twenty-six (26) in the New Residence Hall.

MODIFICATION OF CAMPUS PLAN (2019-2020)

Wesley requested, and the Zoning Commission in Case Number 05-40D approved a oneyear extension of its current Campus Plan under the existing conditions until December 31, 2020.

AUTOMATIC AND ADMINISTRATIVE TIME EXTENSIONS.

As a result of the COVID-19 pandemic and the D.C. public health emergency, the Zoning Commission automatically extended the current Campus Plan six-months until June 30, 2021. Wesley Seminary requested and received an additional six-month extension until December 31, 2021 by Zoning Commission Order No. 05-40-D(1). In order to continue its community engagement process, Wesley Seminary requested and received an additional six-month extension until June 30, 2022, in Zoning Commission Order No. 05-40D(2).

ORIGINAL CAMPUS PLAN APPLICATION

On March 17, 2022, Wesley filed its original new Campus Plan application as Zoning Commission Case No. 22-13. The Zoning Commission conducted a Public Hearing on June 13, 2022, received numerous post-hearing submissions from the parties, and discussed this application at several Public Meetings without taking Final Action. At its November 11, 2022, Public Meeting, the Commission deferred further action on this pending application and allowed the Seminary to file a Planned Unit Development application for the proposed Campus Plan project.

On March 31, 2023, Wesley filed the PUD application as Zoning Commission Case No. 23-08 ("PUD Application"). On May 25, 2023, the Commission voted to set down the PUD Application for a Public Hearing. At the same time, the Commission advised Wesley to withdraw the current Campus Plan application (ZC Case No. 22-13) and file this new Campus Plan application to be processed in conjunction with and parallel to the pending PUD Application. The Zoning Commission conducted two public hearings in the parallel Campus Plan and PUD Applications and several public meetings. On May 4, 2024, the Zoning Commission determined to hold the Campus Plan application "in abeyance" to allow the directly related Text Amendment Petition (Z.C. 24-09) to progress through the rulemaking process. The PUD application was subsequently withdrawn at the direction of the Zoning Commission as moot.

TEXT AMENDMENT PETITION

On May 30, 2024, Wesley filed a Petition for Text Amendments to Subtitle C, Sec. 1006.6(c) and Subtitle X, Sec. 101 as allowed by the Zoning Commission to facilitate further

review of the Campus Plan. On July 25, 2024, with the recommendation of OP, the text amendment was set down for a public hearing which occurred on November 18, 2024. The Zoning Commission took Proposed Action on December 19, 2024. On February 27, 2025, the Zoning Commission took Final Action to approve the amended text amendments to add a new Subtitle C, Sec. 1006.10 and new Subtitle X, Sec. 101.5.

NEW - THRIVE IN PLACE CAMPUS PLAN (2025–2035)

The 2025 Plan is a continued commitment by Wesley Seminary, a leading national and international theological educational institution, to its Spring Valley Campus and its role in Washington, D.C., regionally, nationally and internationally. This Plan will allow Wesley Seminary to "Thrive in Place" for the long-term.

The 2025 Plan proposes to demolish two 1960 - era dormitories (Straughn Hall and Carroll Hall) with ninety beds and demolish the Old President's House (including parking area, driveway and curb cut) on University Avenue and re-landscape that area, including a small neighborhood playground. The existing surface parking lot (143 spaces) and adjacent one-story maintenance building will be demolished and replaced with a new dormitory with approximately 659 beds and 264 underground parking spaces to be constructed by Landmark Properties, a leading nationwide student housing provider, under a long-term ground lease with Wesley Seminary. This new dormitory will be offered exclusively to Wesley Seminary students, faculty and staff (and their immediate families) and to American University students, faculty and staff (and their immediate families) needing local housing. A new two-story residential scale and design administrative building with a lower-level maintenance facility originally proposed to be constructed at the top of the University Avenue driveway adjacent to the New Residence Hall

constructed in 2014 was recently eliminated from the current plan. The other existing Wesley Seminary buildings, including Kresge Academic Hall, Trott Administration Building and Chapel, Library, and New Residence Hall, will remain in place as the perimeter of the existing hilltop campus.

The 2025 Plan will maintain, increase, and enhance the existing Green Open Space Area Buffer with the adjoining neighborhoods on University and Massachusetts Avenues. Fully 53% (205,000 square feet) of the Campus area will remain Green Open Space. The total gross floor area proposed will result in a total floor area ratio ("FAR") of approximately 1.014, well below the maximum 1.8 FAR permitted for a campus. No further development of the property is contemplated. Approximately 300,740 square feet of the available gross floor area will <u>not</u> be developed.

INTRODUCTION TO WESLEY THEOLOGICAL SEMINARY

Wesley Theological Seminary, founded in 1882, is one of the nation's leading and largest graduate theological schools (most of which are known as "seminaries" or "divinity schools"). Wesley moved to this campus 67 years ago from what is now McDaniel University in Westminster, Maryland. Most of the current buildings were constructed at that time, except for the 2014 Dorm. All other buildings are renovated.

Wesley Seminary came to this site on what is now Wesley Circle and designed our campus to share this academic hilltop with American University, a sister school in The United Methodist denomination. This was part of a larger plan of a Methodist Bishop who chaired the boards of both schools and who also established the A.U. School of International Service and

relocated Sibley Hospital with a vision for a "Methodist Center" in this region, joining with the National United Methodist Church in Wesley Heights.

Wesley is considered one of the few truly national and international seminaries. Centerprogressive and one of the most ethnically diverse, our alumni serve as pastors and leaders of
non-profit human service organizations around the world, including a strong presence here in
Washington. We are broadly ecumenical, with students from 26 denominations and a similar
number of both states and foreign countries. We offer three Master's degrees and a Doctor of
Ministry (D.Min.), and several non-degree programs, with three substantial centers of research
and teaching: Leadership, Arts and Religion, and Community Engagement. Our current (Spring
2025) enrollment is 250 Masters students and 223 D.Min. students. Pre-Covid, two-thirds of
Master's students commuted. D.Min. students come to campus for two-week intensive sessions
between regular semesters, while some special tracks meet overseas.



The stained glass windows in the chancel of the chapel depict Christ's ministry and its extension on the world.

Since 1958, the Spring Valley campus has been an academic oasis in the midst of and benefiting from the unique cultural diversity and excitement of the Nation's Capital. Wesley Seminary offers a variety of programs and experiences, including masters and doctoral degree programs and important non-degree programs which respond to the diverse needs of our student body and their individual ministries. The Seminary has also become a center for theological research as a resource not only for the campus, but on a much broader basis regionally, nationally, and internationally. As some universities are designated "R1" research institutions, Wesley can also be thought of this way with a high level of research activity, focused on the vitality of congregations and faith-based organizations, serving them similar to University agricultural extension programs.

The Seminary Campus is deceiving. Although outwardly tranquil and relaxed, it is, in reality, a place of great energy and excitement. Wesley Seminary has not only embraced but taken the lead in the 21st century of theological education. In order to continue to be the center of this vitality from its Spring Valley Campus, the Seminary must use its physical and financial resources to support and foster its educational mission. Most importantly, the Seminary must be able to attract the best and brightest faculty and students, many of whom come because the DC location is compelling, to maintain and elevate its place among the top thirty theological schools..

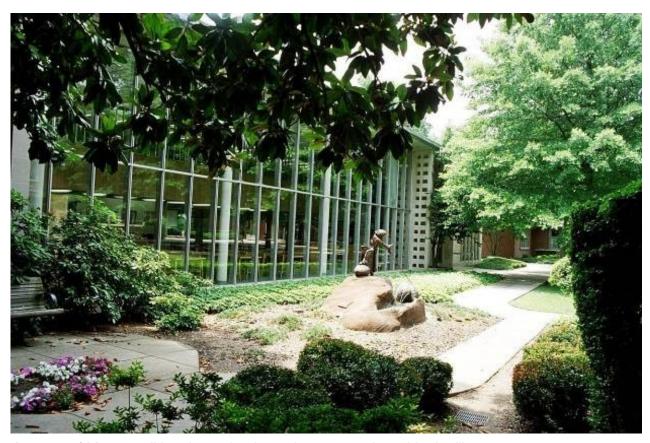
The reason for this development is not for Wesley to survive, rather, to allow us to thrive in place for the next generations. By some reckoning, the most prudent move for Wesley would be to sell this campus and relocate to a less expensive area in the mid-Atlantic region. But we are resolved to remain in Washington because we believe this city is central to our mission and our ability to attract both students and faculty. Wesley greatly values being a part of an

academic community committed to liberal higher education with all the vibrancy that it entails. Wesley and A.U. have always had some shared programming and there has been some new joint ventures.

We must also be able to thrive in place financially. The size of the new student housing building provides for the number and various types of beds and room configurations necessary to house Wesley students, faculty and staff (and their immediate families) and to achieve the financial benefit which is critical to our ability to remain in this neighborhood and be one of the leading seminaries in perpetuity. Wesley is currently one of only 30 seminaries competing nationally and internationally for the best students and faculty. But we are 20th in size of endowment. In a period of winnowing of the number of seminaries nationwide, this project would effectively move us to 10th. The high-end design of this dorm provides our students access to amenities they do not have now and enhances Wesley's appeal to younger students. In addition to replacing the 90-100 student housing beds lost in Carroll Hall and Straughn Hall, the New Dorm will provide flexible living options that will accommodate Wesley students requiring family housing or other living arrangements that are not available in the traditional single or double occupancy rooms in the existing 2014 Dorm.

We will devote most of the financial benefit to further subsidize student scholarships, including on-campus housing, which is expected to show increased demand from Seminary students. The fundamental economics of our business are extremely difficult as we strive to ordain ministers who have a graduate-level education similar in length, depth and cost to medical students, but they will earn a fraction of the salary over a lifetime. And so, our ability to discount the cost of this education is determinative of our ability to compete and thrive.

Beyond that, Wesley is a national leader in research and innovation. Our growth edge is in non-degree and certificate education and other programs to support the church nationally and internationally. This growth does not have an impact on our home campus. But we must be able to thrive in place to have a home base of faculty and students in the more traditional mode of education with all Washington has to offer. This includes our hybrid weeklong intensive programs, which bring students from across the world to campus for immersive learning experiences, as well as our expanding summer offerings designed to meet the evolving needs of ministry. We are also seeing a rise in in-person international student enrollment, enriching our community with global insight. While these efforts extend beyond the traditional model, they reinforce the need for a thriving home campus—where faculty and students are rooted in the heart of Washington, D.C., and where Wesley continues to grow in mission and impact.



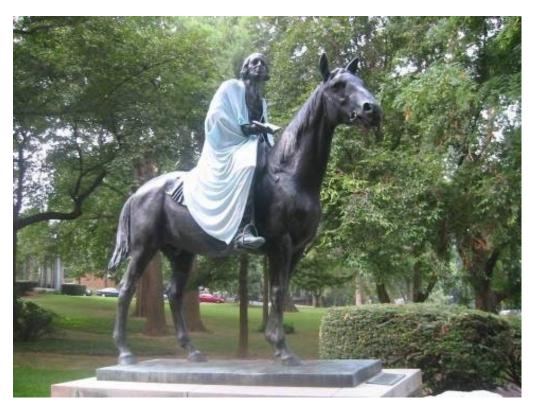
A statue of Moses striking the rock adorns the courtyard outside the library.

I. THE SEMINARY AND THE DISTRICT OF COLUMBIA

A. Overview, Mission and History

Situated on nine acres in Northwest Washington, D.C., positioned between American University and the Spring Valley neighborhood (Site Location, Z.C. Exhibit 3A), the Wesley Theological Seminary of The United Methodist Church ("Wesley Seminary") is a graduate theological school. The mission of Wesley Theological Seminary is to equip Christians for leadership in the church and the world, to advance theological scholarship, and to provide a prophetic voice in the public square. To pursue that mission, the primary focus is the preparation of exceptional leaders for churches, and human service non-profit leaders. Its rolling Campus offers an academic oasis enhanced by the excitement and cultural diversity of the city.

Wesley Seminary was founded in 1882 as a small seminary at Western Maryland College. Wesley Seminary moved from its Westminster, Maryland location to its current Campus in 1958. The institution flowered in size and stature on the new Campus, and its location became the foundation of its identity and success. The original buildings that will remain have all been renovated and the new Residence Hall added in 2014. Over its first sixty-seven years, Wesley Seminary grew to fill out its Campus reflecting all the changing patterns of seminary enrollment and trends in theological education.



The statue of John Wesley - here in special attire - was a gift to the seminary on behalf of British Methodists.

B. Accreditation and Institutional Affiliations

Wesley Seminary is fully accredited by The Association of Theological Schools in the United States and Canada, the Commission on Higher Education of The Middle States

Association of Colleges and Schools, The University Senate of The United Methodist Church

(Board of Higher Education and Ministry), and the District of Columbia Educational Licensure Commission.

Wesley Seminary is one of the thirteen official seminaries of The United Methodist

Church, an ubiquitous denomination with a church in nearly every zip code of the United States

and nearly every nation. Degree programs are structured to ensure all denominational ordination

and consecration requirements will be met, and ordination information and counseling is offered.

At the same time, Wesley Seminary is broadly ecumenical ranging from Unitarian to Pentecostal. Students from over 26 other denominational backgrounds make up 48% of the current student body. Wesley Seminary enjoys a special relationship with the Episcopal Diocese of Washington and the leadership of the African Methodist Episcopal denomination. Students from a variety of Baptist traditions make up one of the larger denominational groups at Wesley Seminary.

Wesley Seminary is a founding member of the Washington Theological Consortium. The Consortium offers Wesley Seminary students a rich array of opportunities through close relationships with other major theological schools in the Washington area. Within minimal guidelines, students have access to the curricular offerings of all these schools and may cross-register for degree credit while paying tuition to their home school.

Wesley Seminary shares a Methodist heritage with its neighbor, American University (A.U.). They are separate institutions, but share several academic programs and, until recently, also shared utilities. The United Methodist Bishop serves ex-officio on both Boards.

C. Programs

Wesley Seminary provides in-depth study and reflection on the texts and traditions of our faith through the scholarly work of our faculty and the research capability of our library, through our Masters and Doctoral-level degree programs, and through our non-degree programs designed to reach both clergy and laity. The primary focus of the Seminary is to prepare leaders for the church. Wesley Seminary students are formed for a kind of leadership which draws from the texts and traditions of the faith so they may lead the church in mission and ministry in the world.

The hub of our academic programs is the Master of Divinity (M.Div.), an 81-credit degree which is the normal academic requirement for candidates for ordained pastoral ministry for the Protestants, Roman Catholics, and Eastern Orthodox. This is a longer Masters degree because it is a professional degree, which means that a third of the program covers various aspects of the practice of ministry. Also, a candidate for the M.Div. need not have studied religion or theology in undergraduate school. This means that the seminary curriculum includes both lower-division, lecture hall style, introductory courses in Bible, Theology, Church History, and Ethics and upper-division, seminar style, reading courses. These layers in M.Div. education create special requirements for the design of classroom space.

Wesley Seminary offers two other Master's degrees and a doctoral program. The Master of Theological Studies (M.T.S.) 60 credit and the Master of Arts (M.A.) 36-credit degrees. The M.T.S. is taken by students who may be pursuing professional ministry positions not requiring ordination, as a prelude to Ph.D. work, or simply for personal enrichment. The M.A. is for persons working in specialized ministry fields outside of pastoral ministry. The Doctor of Ministry (D.Min.) 30 credit degree is an in-service, advanced degree for pastors and other church leaders seeking a deeper learning and new skills for ministry.

Night classes, hybrid schedules and online learning, and partnering opportunities are designed to accommodate both full-time and part-time students. The Master's degrees are taken on a semester system with the fall semester running late August through mid-December and a spring semester running mid-January through early May and a May-July set of summer school courses. The Doctor of Ministry degree is taken in two-week intensive sessions in early January and May when the full-time students are not on campus.

Wesley Seminary also offers significant non-degree programs which are expanding. The largest is the Course of Study School. Some of these students are on campus late-June through July, is for those who are serving as bi-vocational part-time pastors of rural churches.

D. Research

The Wesley Seminary library participates in the American Theological Library

Association and the Washington Theological Consortium, which allows us to focus our

collection of about 135,000 volumes on theological works and a few other special holdings.

Over time, Wesley Seminary has established three centers of specialized work and research to serve both our students and the broader church and society. To be "centered in the seminary" means that it is a resource to all existing degree programs of the seminary. To be "a Center for" means that the Center would help Wesley Seminary fulfill its vision to be a church-based seminary by providing resources beyond the degree programs.

The Henry Luce III Center for Arts and Religion was a first among seminaries to seriously introduce the language and sensibilities of the arts in a theological school. The Center's on-campus facilities include a fine arts studio with an open-door policy for the Seminary community and the Dadian Gallery, which is open to the public throughout the year. The Center sponsors residencies for artists in a wide array of mediums, dialogues between artists and theologians, and regularly scheduled exhibits in the Dadian Gallery.

The G. Douglass Lewis Center for Church Leadership was formally established in July 2003 to be a Center for the church, centered in the seminary. This is the largest of our centers

with a staff of seven, offering workshops, seminars, podcasts, consulting, and an online constituency of 20,000.

The newest entity is the Community Engagement Institute, which helps students, pastors, and congregations engage effectively in the public square, including a leading program in public theology. The programs in the Institute engage students with the unique political, civic and media leaders available in Washington.

Wesley Seminary also specializes in research and programs in congregational vitality.

We run more grant-funded research programs than any other seminary, many funded by the Lilly Endowment. One current program bears directly on the future design of seminaries, a quantitative and qualitative study of the "Changing Nature of the Religious Workforce."

Many seminaries offer some of the kinds of programs listed above. Very few offer this full range and depth of theological education. All of these programs can be explored in more detail on our website: www.wesleyseminary.edu.

E. The Wesley Seminary Community

Preparing an individual for ministry is a formation of the whole person, involving intellectual, emotional and spiritual discipline, and the practical skills and insights necessary for effective leadership. We believe that forming people for ministerial leadership requires a community that embraces both our diversity of culture and our unity in Jesus Christ. Part of the requirement in the Master's program is an "immersion" experience so that students spend a period of time in a culture not their own.

Central to our community is our worship in Oxnam Chapel. Services are at Noon on Tuesday in the chapel. There are other smaller prayer and worship meetings around the campus throughout the week. In addition, students participate in small groups for study and meditation. Space for worship and small group interaction is a critical component in our campus design.

1. Enrollment

The Chart below shows the trends in Wesley's enrollment over a fourteen-year period broken down by degree program. Fiscal Year 2008 witnessed the peak in overall student enrollment after almost a decade of steady growth. After Fiscal Year 2008, there has been a significant decrease in the number of students, but an increase in the number of course hours taken by each student. The total number of students has fallen to the levels in 2000-2001 because of the decline of the traditional Master of Divinity degree. Yet, the Doctor of Ministry degree has shown a substantial increase and the Master of Arts has remained strong, reflecting the changing market for seminary education. Over time the student population will continue to fluctuate upwards and downwards, but the scale of the community will remain self-contained and intimate. Wesley Seminary does not plan to expand beyond the population levels established by its current Campus Plan although the 2016 Zoning Regulations require a different methodology for determining enrollment without distinction between full or part-time students. As a result of the headcount approach, Wesley has revised its student enrollment cap to 1,000 to reflect both full-time and a substantial number of part-time students who only visit campus for brief sessions on weekends or during the summer.

Wesley Theological Seminary – 2011 to 2025 Enrollment History

Masters					Post-Degree	Totals	Non- Degree	Non- Degree	Employees
Term	MA	MTS	MDV	Total Masters	D. Min	Total Degree	Weekend Course of Study	Summer Course of Study	Total Employees
Fall 2011	23	74	316	413	180	593	41	157	87
Fall 2012	49	51	315	415	170	585	76	149	85
Fall 2013	56	47	322	425	162	587	85	124	70
Fall 2014	57	53	297	407	130	537	83	129	78
Fall 2015	48	60	283	391	140	531	116	95	75
Fall 2016	39	56	261	356	155	511	152	98	73
Fall 2017	52	44	248	344	185	529	107	81	72
Fall 2018	48	38	250	336	155	491	139	79	88
Fall 2019	46	30	219	295	166	461	158	77	81
Fall 2020	49	39	212	300	165	465	201	0	76
Fall 2021	47	31	180	258	172	430	198	110	83
Fall 2022	51	29	152	267	185	452	199	101	88
Fall 2023	50	24	149	249	186	435	160	192	82
Fall 2024	54	24	156	265	189	454	214	158	74
Spring 2025	57	20	144	250	223	473	184	N/A	71

The diversity of the student body is both demographic and programmatic.

Demographically, the enrollment trends at Wesley Seminary are in the same direction as the rest of Mainline Protestant. For example, 62% of our Master's candidates are women. Our student body is majority minority with 34% of our students are African-American, 15% Asian, and 5% Hispanic, giving Wesley, an historically "white" institution, one of the highest number of black seminarians in the country. There is also a wide range of ages. Underneath these statistics is the diversity of background and life experiences these percentages represent. This is both a

wonderful resource and a great challenge to the task of education and formation. The trends also show an increased diversity of program.

Wesley Seminary's community also includes a number of people involved in non-degree programs. The largest of these is the summer Course of Study, which enrolls approximately 200 students some of whom come for brief programs on weekends (Friday night and Saturday) and summer sessions while others participate virtually or at off-campus locations. We are also standing up a number of non-degree programs ending in a "Certificate" in church-based health ministries and various forms of lay education.

The hidden dynamic in Wesley Seminary's enrollment is the prevalence of the part-time students and the diversity of vocational directions. Wesley, like all seminaries, was designed and acculturated to the young, full-time resident student focused on a lifetime of pastoral ministry. There is a strong feeling within theological education that this monastery-like community is the ideal way to form people for ministry. But Wesley Seminary made a series of decisions over the years to accommodate people at different places in their lives with differing senses of their future ministry. As a result, we expanded the range of programs and the flexibility of schedule.

All this diversity means that Wesley Seminary is a community of communities. One of our greatest challenges is to foster a community that forms all these people for ministry. This is a guiding consideration in the creation of this Campus Master Plan: we are still small enough to be self-contained with the elements of the cloistered life essential to ministerial formation.

2. Faculty

Wesley Seminary's faculty are some of the most well-known and widely published in theological education. All 15 full-time faculty have earned doctoral degrees from accredited institutions of higher learning. Diverse points of view are recognized as a virtue to be appreciated, not an obstacle to be overcome. Their work has been described as "deep center," taking the scriptures seriously, attuned to the challenges of the modern world and committed to a ministry of love and reconciliation, but large enough to offer a broad educational and theological experience to meet the needs of a diverse student body.

Wesley Seminary faculty members are nationally recognized as leaders in each of the theological school disciplines: Bible, theology, ethics, church history, pastoral care, preaching and worship, Christian education, sociology, and anthropology of religion. In addition to being distinguished scholars and teachers, the faculty are some of the most sought-after consultants, teachers, and preachers in the Church. Providing adequate space for the faculty itself to be formed as a community of scholars is an important part of this Campus Master Plan.



One third of the entering class of students is in their twenties.

3. Governance and Management

Wesley Seminary is governed by a 40-member Board of Governors that includes outstanding civic and business leaders whose dedication continues to challenge and guide the Seminary to new heights. Current and former Board members include pastors of significant churches, a retired Marine Corps four-star general, a former D.C. City Administrator, a major real estate developer and a university president, two bio-tech scientists, three Bishops, and other prominent clergy and laypeople. A list of current Governors is included in Z.C. Exhibit 3A.

Board members keep the Seminary faithful to its mission. They develop the Seminary's broad policy framework, and they hire and oversee the administration that implements those policies. The Board and its committees meet three times per year, guided by an Executive Committee.

Wesley Seminary's administration is led by a talented and diverse executive team.

Wesley's President, The Reverend Dr. David McAllister-Wilson, has so far served twenty-three

year in office, having previously spent twenty years in other positions at Wesley Seminary. He is now the longest serving president among the seminaries of North America. The Reverend Dr. Carla Works, Professor of New Testament since 2009, is now Dean, leading the faculty and guiding the academic programs. The Reverend Dr. Kyunglim Shin-Lee, Vice President for International Relations, is a leader in the Korean community both in the United States, Korea and the Korean diaspora. The Reverend Dr. Beth Ludlum, Vice President for Strategic Initiatives, has been instrumental in bringing many new partnerships to Wesley. She manages multiple research grants. The Reverend Benjamin Hall, Vice President of Admissions & Financial Aid, works directly with students interested in enrolling at Wesley and current students who may need financial aid. Registrar Joe Arnold has a theological degree and works with the Dean and faculty to maintain the academic programs. The Reverend Dr. Antoni Sinkfield is a leader in the African American community and serves as Associate Dean of Community Life and Campus Operations.

4. The Financial Picture

As a free-standing school, Wesley Seminary is dependent upon self-generated tuition, gifts and endowment income. The Seminary has seen a decline in Masters student hours and an increasing need for scholarship support of students. This is a trend across seminary education and has put financial pressure on the Seminary. A full 61 percent of Wesley's \$15 million annual operating budget is devoted directly to the quality of our academic program and our students. An additional 7% is grant-funded research. The Seminary relies on enrollment and tuition for 43% percent of its net revenue. A sign of Wesley Seminary's prestige is the large number of foundations that make grants to the Seminary. We have maintained our physical facilities. Other than the buildings which are to be razed, there is no deferred maintenance on

buildings and utilities. The principal challenge is the 1960-era student housing, Straughn Hall and Carroll Hall, which are old and obsolete. Straughn Hall has recently been mothballed due to its deteriorated condition. These antiquated dormitories put the school at a substantial competitive disadvantage to other seminaries and the dorms are projected to be demolished in the context of this plan.

F. Wesley's Ministry in the Neighborhood, Washington and the World

Wesley Seminary is known nationally and internationally as a leading theological school, but we are one of the best kept secrets in Washington and an untapped resource in Ward 3.



New members of the Board of Governors are installed during a chapel service.

Wesley is a multiplier institution. Graduates serve in all 50 states and in 30 countries around the world. It is estimated that each graduating class significantly touches the lives of

500,000 people. Alumni are scattered to all parts of the earth as leaders of the church and other service organizations.

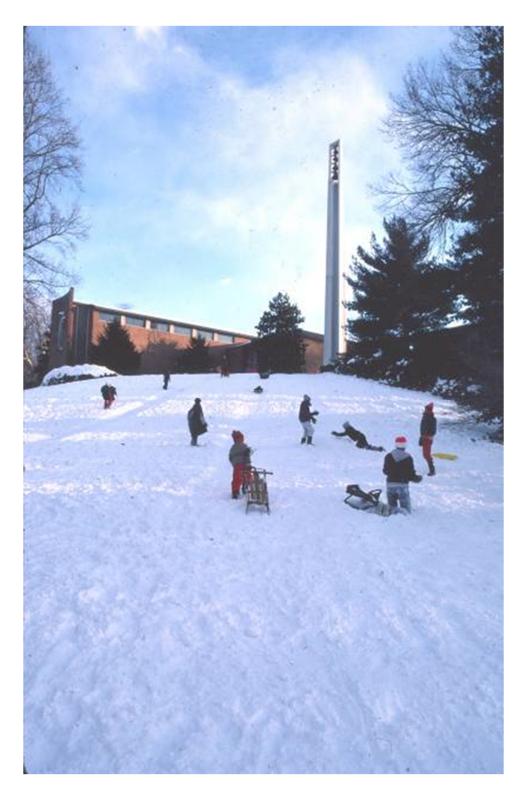
It is in the Washington area that Wesley Seminary has its greatest impact. The majority of our students come from the mid-Atlantic region. In this current semester, 37 Masters degree students are from the District of Columbia, 111 from Maryland, and 72 are from Virginia. As our graduates move into ministry, the predominant number serve this region. They serve not only as pastors, but also appear in leadership roles across a broad spectrum of the non-profit community. While still in seminary, our students serve as interns in churches and agencies throughout the District. Spring Valley and other local employers covet Wesley Seminary students for their friendliness and reliability.

Through our students, graduates, and Board members, Wesley Seminary has significant ties to key congregations in Washington, including National Metropolitan Memorial, Asbury and Foundry United Methodist Churches, Washington National Cathedral, National Presbyterian Church, Shiloh Baptist and Metropolitan Baptist, Ebenezer African Methodist Episcopal, Metropolitan African Methodist Episcopal Church, St. John's Episcopal, and many others.

Wesley Seminary serves these and many other congregations through our outreach programs, especially the work of our Center for Arts and Religion, the Center for Church Leadership, and the Community Engagement Institute, all engaging in significant consultations and collaborations with area congregations. Our National Capital Experience Semester Program brings seminary students from around the country to visit and intern in a variety of governmental and non-profit organizations in Washington. Our faculty consults with the National Institute of Health, members of Congress, the Chiefs of military Chaplains, and the Executive branch on a regular basis.

Since 9/11, Wesley determined to better serve the governmental institutions in our city. Most particularly, the military and intelligence communities. Wesley was one of the few seminaries participating in the Yellow Ribbon program. And we established a Doctor of Ministry degree focus for military chaplains. Over 200 have graduated and about the same number are currently in the program under full scholarship. The chaplains are able to be at Wesley in intensive study. Most recently, we have offered 50% scholarships to federal civil servants and contractors who have recently been discharged.

And we are a good neighbor. Wesley Seminary is a wonderful resource for Washington residents and especially our neighbors in Ward 3. Wesley Seminary is an open campus, and we welcome neighbors to stroll our grounds and partake of the contemplative spirit of our community. Our chapel services and library are open to the public during the regular semester. It is also easy for neighbors to audit courses and obtain library privileges. And, we have the best sledding hill in the neighborhood as shown below.



In September 2021, Wesley sponsored the first Neighborhood Family Movie Night on the sledding hill. Wesley and neighborhood families enjoyed an evening presentation of Disney's "Moana." We have held the Movie Night every year since then. Every dog owner in Spring

Valley finds a welcome parkland. Most recently, the Seminary began hositing the annual oncampus "Spring in the Valley" Family Day event on May 13, 2023 featuring music, inflatables, face painting, and food trucks.

Of special note is the Dadian Art Gallery, which is open to the public and features firstclass, intimate shows on a continuous basis throughout the year. Often, Wesley Seminary brings to campus noted preachers and lecturers. The public is invited, usually free of charge.

II. SHAPING THE WESLEY SEMINARY CAMPUS OF THE FUTURE

The Thrive in Place Campus Plan (2025-2035) was driven by Wesley Seminary's Strategic Vision of "Ministry 2044," and the related Goals, Strategies and Planning Principles.

Taking the long-term view for the next generation, Wesley Seminary adopted "Ministry 2044" as its guiding force for the future. This plan encompassed three ambitious goals, all of which were achieved:

- 1. To Prepare Exemplary Teachers, Preachers and Leaders;
- 2. To Make Effective Use of Wesley Seminary's Location in Washington, D.C.; and
- 3. To Become a Truly Global Seminary.

Five Considerations went into the vision for the Wesley Seminary Campus:

- Exemplary Learning Environment;
- Quality of Student Life;

- State-of-the-Art Research;
- 21st Century Worship; and
- Full Access.



Students enjoy the beauty and tranquility of Wesley's campus.



The Library was renovated and reopened in September 2011.

In the 2021 Academic year, Wesley successfully underwent re-accreditation from both the Association of Theological Schools and the Middle States Commission on Higher Education. We used that period of self-study to frame up a new and more dynamic strategic planning process. It is driven by a set of questions:

- 1. Given the changing landscape of church-based ministry, how can Wesley proactively adapt to and address the emerging future needs of faith leaders and faith communities?
- 2. How do we sustain and develop degree and non-degree programs of excellence to reach and meet the educational and vocational needs of a diversity of students?
- 3. How can we stay competitive and economically viable as old patterns of support for seminaries are weakening and an increasing number of students enter less than full-time ministry?
- 4. How do we make effective use of our location in Washington, DC to prepare the next generation of church and community leaders?
- 5. How can we strengthen our institutional and academic assessment mechanisms to inform decision-making on key priorities?

And guided by a set of strategic assumptions:

- 1. Remain a church-based seminary and explore other markets for theological education.
- 2. Continue to compete nationally and internationally and enhance our presence in the mid-Atlantic region.
- 3. Maintain a high-quality, traditional, residential program and develop and strengthen non-traditional degree and non-degree programs.
- 4. Emphasize the unique programs lodged in our centers because they attract students we wouldn't get otherwise.
- 5. Maintain the demographic and theological diversity of our seminary community.
- 6. Stabilize our net tuition revenue.

In line with this new planning process, Wesley received a \$1 million grant from the Lilly Endowment to study the future of the religious workforce. This turned out to be the prelude to a major grant program, "Pathways to Ministry." Wesley received 2 major grants, totaling \$6 million, to develop innovative educational programs. And with them, the development of a sustainable business plan and proofs of concept for an expanded role for seminaries to prepare a variety of pastoral leaders for the many evolving forms of the future church. Ministry grant program.

Spring Valley Campus 2025

The current Campus is comprised of Lots 6 (A&T Lots 818 and 819), 7, 8 and 9 in Square 1600 with a total area of 381,787 square feet (8.77 acres). The Campus is improved with eight (8) buildings, including three student residence buildings (Straughn Hall, Carroll Hall and the 2014 Dorm); the Library; Kresge Academic Hall; Trott Hall and Chapel; a small one-story maintenance building; and the Old President's House on University Avenue. The total gross floor area of the Campus is approximately 166,916 square feet. All of the existing buildings were part of the original Campus, except the new residence hall, which was completed and occupied in 2014. The Campus has a total of 174 surface parking spaces, including 143 in the parking lot in the center of the Campus and an additional 31 spaces located along the interior roadways. Vehicular ingress and egress is provided to and from the existing Massachusetts Avenue driveway. Vehicles leaving the Campus can only turn right onto Massachusetts Avenue. The University Avenue driveway is currently exit only as right turn only with no left turn or straight movement permitted. A limited number of delivery and service vehicles are allowed to enter the Campus from University Avenue.

III. CAMPUS PLAN TO THRIVE IN PLACE (2025-2035)

This Plan represents the last foreseeable new development on the Campus and maintains the established hilltop campus building configuration surrounded by the prominent Green Open Space that defines the Wesley Seminary relationship with the neighborhood. Two 1960-era obsolete dorms, the surface parking lot and adjacent maintenance building, and the Old President's House will be demolished. This will allow the construction of a new student housing building. (Site Zoning Plan, Exhibit E).

A. Demolish Old President's House and Restore Site with Landscaping

The Old President's House is located on the three lots on University Avenue. (Existing Land Use, Exhibit L). This two-story, 4,538 square-foot building is no longer habitable and has not been used for its intended purpose for twenty years. The building and associated paved parking area and University Avenue curb cut will be demolished. This area will be relandscaped, including a small community playground to maintain and enhance the existing Green Open Space along University Avenue. (Landscape Plan, Exhibit H, Exhibit 3).

B. Demolish Carroll and Straughn Halls and Surface Parking Lot

The two 1960 – era original dorms, Carroll Hall (27,533 square feet) and Straughn Hall (29,866 square feet), that surround the existing surface parking will be demolished. (Existing Land Use, Exhibit L). Together, these two-story buildings provide ninety beds. Carroll Hall is significant to the Seminary's housing inventory because it provides family-style units for married students and their families. Replacement of this critical family housing will be facilitated by the proposed New Dormitory.



Carroll Hall Family Apartments, above; Straughn Hall, below.



At the center of the Campus, the surface parking lot with 143 spaces and adjacent one-story maintenance building will also be demolished. (Exhibit L).

C. New Student Housing for Wesley and American University

The new student housing is exclusively for Wesley and A.U. students needing local housing and will be located in the area of the existing surface parking lot. (Exhibit E). The building will be seven stories with an approximate height of 74 feet, 8 inches, and nestled between the existing Seminary buildings and the immediately adjacent and taller A.U. buildings. (Revised Architectural Plans, Elevations, Sections, Exhibit 2). The originally proposed habitable penthouse top level (17,183 square feet) has been eliminated from the plan. This purpose-built

student housing will be approximately 282,061 square feet and have approximately 215 living units configured in studio, one, two, three, four and five bedroom units with a total of approximately 659 student beds. Each unit will provide common living space including kitchens for the student residents. At the urging of the community, the top levels of the building facing University Avenue have been further setback 27.5 - 32.5 feet from the University Avenue face of the building by eliminating four units with twenty beds. Additionally, the layout of the top-level units has been rotated ninety-degrees so that windowless walls now face University Avenue, the top/penthouse level has most recently been eliminated reducing the building gfa by 17,183 square feet, and 99 spaces have been eliminated from the underground parking garage. (Architectural Plans, Elevations, Exhibit 1; Street View Renderings, Exhibit 2). The building will have two levels of underground parking with between 264 parking spaces and internal loading and trash facilities. Approximately 105 of the parking spaces are replacement spaces for Wesley's exclusive use. Additionally, the Seminary's maintenance facilities and storage will be located in the underground parking garage.

The new building will be first-class student housing with amenities, including purpose-designed study areas with group and individual spaces, a computer lounge, activity club room, and an outdoor interior courtyard. The New Dormitory will include an access security system and security cameras will be installed throughout the Campus. (Campus Security Plan, Exhibit 5). The design will focus on sustainability and is designed to achieve the equivalent of LEED Mid-Rise Residential Gold certification.

The new student housing will be developed through a long-term (99 year) ground lease for a portion of the Campus (Lot 819) between Wesley Seminary and Landmark Properties. Wesley Seminary will receive a lump sum initial payment and annual guaranteed ground rent payments.

Landmark will be responsible for the construction and operation of the new building. Use of the ground lease property is strictly and perpetually limited to first-class student housing and subject to approval of this Campus Plan by the Zoning Commission. At the conclusion of the ground lease, ownership of the building will revert to Wesley Seminary. For colleges and universities nationwide, it is now common practice to rely on private companies to provide customary campus services, including housing, food service, bookstores, and personal and convenience services.

1. Landmark Properties

Landmark Properties is a leading nationwide purpose-built student housing provider. It currently owns and manages 60,000 student housing beds in twenty-five states with an occupancy rate of 95%. Landmark will be responsible for the construction and operation of the new student housing. This building will be staffed by a full-time on-site management team, which typically includes a Community Manager, Resident Services Manager, Leasing and Marketing Manager, Maintenance Supervisor and Technician(s), Grounds Keeper, and Community Assistants/Ambassadors (1 per 100 beds).

The new student housing will be limited exclusively to Wesley Seminary and America University students in good-standing, faculty and staff and families of both schools. All residents will be subject to Landmark Rules and Regulations developed in careful consultation with Wesley Seminary, including restrictions on noise, unruly behavior, large gatherings, drug and alcohol use, and off-campus parking in the surrounding neighborhood. Wesley students will also be subject to the Seminary's Student Covenant. (Landmark and Wesley Codes of Conduct, Exhibit 6). A.U. students will also be subject to the University's Code of Conduct which is equally enforceable on and off-campus under its "Good Neighbor Guidelines" and Office of

Campus Life. ZC Order No. 20-31 (2022). Similarly, AU's "Good Neighbor Parking Policy" will be applicable to its students living in the New Dorm. Both institutions' Codes of Conduct are derived from their common identity as Methodist-related institutions. Landmark will utilize a broad-range of enforcement measures to ensure compliance with the applicable rules, including restrictions, parental guarantees, non-renewal and/or termination of housing agreement.

The American University students living in this community will be welcomed as members of the Seminary community to whatever degree they would like. This would include worship experiences and other Wesley community events, access to Wesley's Refectory, and library privileges. And, by virtue of their admission to A.U., they would be eligible to take courses at Wesley commensurate with their graduate or undergraduate level at Wesley tuition rates which are substantially lower than American University tuition rates. There is already a history of this kind of rich integration with the seminary community in the experience of A.U. students who have successfully lived in the current Straughn Hall. Wesley and A.U. already share in two joint degree programs: M.T.S. – M.A. in International Development and M.T.S. – M.A. in International Peace and Conflict Resolution. We believe these and the additional academic accommodations will be an attractive incentive for A.U. students wishing to live in this facility and bridge the two campuses.

2. No Agreement with American University

There is no agreement with A.U. and none is necessary or being pursued by Wesley Seminary or Landmark Properties for this project to be successful. However, this project involves a strengthening of the historic partnership between our two institutions. New joint programs are already underway or being explored. But with respect to this building and its

occupants, Wesley stands ready to discuss issues such as security cooperation, pedestrian, and traffic flow with A. U. when they are ready. Recently, Wesley met with AU's new President, Jonathan R. Alger, to introduce him to the proposed Campus Plan. As a result, Wesley and AU's senior staff continue to meet periodically to discuss the Campus Plan, process, and schedule. We have designed the building to orient toward the adjacent A.U. Campus. The issue of the existing fence between us has been raised in ANC 3D and community meetings. With the future cooperation of A. U. in consultation with the community, we would be happy to see the fence removed and/or a controlled pedestrian gate as a way to facilitate access back and forth.

A.U.'s recently approved Campus Plan addresses its need to meet their minimum oncampus housing requirements. Under the A.U. Campus Plan, the maximum student enrollment (headcount) is 14,380, including 8,207 full-time undergraduate and 2,997 full-time graduate students. A.U. will be required to provide on-campus housing (including 330 triples and 200 offcampus master leased beds) for 100% of its full-time freshman and sophomore students and 67% of all full-time undergraduates. A.U. currently has approximately 5,446 on-campus beds. The Campus Plan proposed the addition of 500 beds over the next ten years. An additional 200 oncampus beds are authorized if the 200 off-campus master leased beds are eliminated. A.U. will continue to provide no on-campus housing for its graduate students. It appears A.U. does not now, or as planned in the future have enough on-campus housing for all its undergraduates, and it provides no on-campus housing for its graduate students. Recognizing the substantial demand for off-campus housing for its students, A.U. provides a robust off-campus housing program on its website https://www.american.edu/ocl/housing/off-campus-housing-services.cfm. A large number of A.U. students without on-campus housing live in existing off-campus multi-family apartment buildings, including The Berkshire at 4201 Massachusetts Avenue, N.W. (759 units)

and the Avalon at Foxhall at 4100 Massachusetts Avenue, N.W. (308 units) and other residences in the neighborhood. Student pedestrian traffic to and from the nearby off-campus apartment housing on Massachusetts Avenue is well known to the neighborhood.

Both Wesley and Landmark are confident that the number of A.U. students who will be readily attracted to this first-class student housing immediately next door to A.U. will exceed the available beds. The student-oriented design and operation of the New Dormitory will meet student housing preferences, including:

- Location immediately adjacent to campus.
- Professional on-site management.
- Secure building with 24/7 electronic monitoring.
- Up to 4- and 5-bedroom units offering different rental price points.
- Individual housing contracts.
- Fully Furnished Units.
- Cost competitive with local off-campus housing.
- Housing costs unbundled from student food service plans.
- Student oriented amenities such as private and group study rooms, free printing, desktop computers, a clubroom with lounge seating, and outdoor common areas.
- Community events.
- Roommate matching services.
- Spacious and open-concept floorplans.
- LEED Gold building design with modern finishes.

For the neighborhood, this will accomplish their long-standing desire for students to live within the precincts of a campus and will make scarce local housing available to non-students.

The housing of A.U. students on Campus will support and enhance the University's offcampus housing program and provide additional first-class housing options for its students in the immediate neighborhood.

D. Elimination of Proposed Wesley Administration and Maintenance Building

Wesley has determined not to proceed with the proposed new two-story 5,297 square foot Administration/Maintenance Building that would have been located at the top of the University Avenue Driveway adjacent to the 2014 Dormitory. The administration space was determined to be unneeded and the maintenance facilities will be housed in the underground parking garage. This will further reduce the total campus development. The land area (2,711 square feet) of the proposed building will be incorporated into and expand the Green Open Space and landscaped in accordance with the revised Landscape Plan attached as Exhibit 3.

E. No Development of University Avenue Residential Lots

The three residential lots on University Avenue (Lots 7, 8 and 9) were re-incorporated in the Spring Valley Campus in 2012 in Zoning Commission Case Number 05-40A. (Existing and Proposed Property Boundary, Exhibit J). After the demolition of the Old President's House, there is no plan to develop these lots for Campus use, except for the proposed neighborhood playground and landscaping. The three lots will remain part of the Green Open Space along University Avenue.

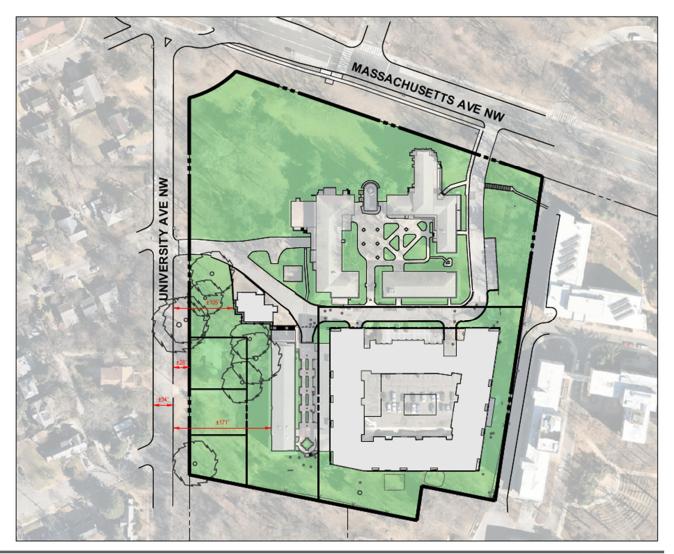
F. Maintain "Hilltop" Campus

Under this Plan, the established building perimeter formed by the New Residence Hall, Kresge Hall, Trott Hall, Chapel, Library and A.U. Campus is maintained. (Existing Land Use,

<u>Exhibit L</u>). The Hilltop Campus is surrounded by and isolated from the adjoining neighborhood by the substantial Green Open Space on Massachusetts Avenue and University Avenue.

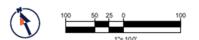
G. Maintain and Enhance Green Open Space Buffer Zone on University Avenue and
 Massachusetts Avenue

The Green Open Area that defines the Spring Valley Campus will be maintained and enhanced. (Existing Open Space, Exhibit O; Proposed Open Space, Exhibit P). No development is proposed for the Green Open Space which is notable for its abundant Heritage (27) and Special (76) Trees and landscaping that was previously enhanced under the 2012 Campus Plan. Under this Plan, even more landscaping will be added at the former Old President's House site, along University Avenue, at the University Avenue driveway and site of the proposed Administration and Maintenance Building and at the Massachusetts Avenue entrance. (Landscape Plan, Exhibit 3, Aerial Views, Exhibit 4). The existing Green Open Space and enhancements will create a more substantial and durable buffer to the neighborhood, especially on University Avenue. From the New Residence Hall to the east curb of University Avenue it is 171 feet, and to the west curb of University Avenue 205 feet. From the New Dormitory, it is 300 feet (a football field length) to the east curb of University Avenue. From the New Dormitory across Massachusetts Avenue and the AU property, it is approximately 660 feet (more than two football fields) to be nearest residential properties in the 4400 block of Sedgwick Street, N.W. Fully fifty-three (53) percent of the Spring Valley Campus area (205,000 square feet) will remain undeveloped and devoted to Green Open Space. In addition to the Green Open Space, there will be an additional 37,000 square feet of formally landscaped area on the campus



ULTIMATE OPEN SPACE EXHIBIT

WESLEY THEOLOGICAL SEMINARY
4500 MASSACHUSETTS AVE NW, WASHINGTON, DC 20016



H. 300,740 Square Feet of Unused Gross Floor Area

By maintaining the substantial Green Open Space and limiting the size and location of new development, Wesley Seminary has not utilized a substantial level of the permitted 1.8 FAR for the Campus. As proposed, total development is limited to about 387,040 square feet or 1.014 FAR. As a result, more than 300,740 square feet of development potential will remain unused.

Wesley Campus Area		
Lot 6 A&T Lot 818 (WTS) – 243,124 sq. ft.	356,882 sq. ft.	
A&T Lot 819 (Landmark) – 113,758 sq. ft. Lot 7	9,000 sq. ft.	
Lot 8	8,000 sq. ft.	
Lot 9	7,996 sq. ft.	
Total Campus Land Area	381,878 sq. ft. (8.78 acres)	
Total GFA @ 1.08 FAR	412,428 sq. ft.	
Total GFA @ 1.8 FAR (Campus)	687,780 sq. ft.	

Current / Proposed Development GFA		
Building	Current	Proposed
Straughn Hall	29,866 sq. ft.	0 sq. ft.
Carroll Hall	27,533 sq. ft.	0 sq. ft.
Old President House	4,538 sq. ft.	0 sq. ft.
Library	16,630 sq. ft.	16,630 sq. ft.
Trott Hall / Chapel	26,335 sq. ft.	26,355 sq. ft.
Kresge	32,819 sq. ft.	32,819 sq. ft.
2014 Dorm	29,195 sq. ft.	29,195 sq. ft.
New Admin Building	0 sq. ft.	0 sq. ft.
New Dormitory	0 sq. ft.	282,061 sq. ft.
Total	166,916 sq. ft.	387,040 sq. ft. (1.07 FAR)
Unused Campus GFA		300,740 sq. ft.

I. Community Playground

The Spring Valley neighborhood has requested that the Seminary build and maintain a small neighborhood playground on the Wesley Campus as a community amenity. In addition to its much enjoyed "Sledding Hill", Wesley Seminary would be pleased to provide space and finance this new neighborhood serving project. The proposed neighborhood playground would be setback back approximately forty feet from University Avenue in the area of the three residential lots. The playground will measure approximately 40 feet by 95 feet and have an area of approximately 3,800 square feet with a natural double shredded hardwood mulch safety surface surrounded by a 48 inch tall vinyl-coated chain link perimeter fence. It will include

benches and play equipment suitable for toddlers and young children. The playground will have a public point of entry adjacent to University Avenue, N.W. by means of an accessible sidewalk. It will be fenced and open to the public only during daylight hours. The final design of the playground will be substantially in accordance with Exhibits 3 and 4.

IV. COMMUNITY OUTREACH AND PARTICIPATION

For Wesley Seminary, its role in the community and relationship with its neighbors is very important and a natural extension of its ministry. Beginning with its inaugural Campus Plan in 2005 and over the last seventeen years, this community engagement has continued through the established Community Liaison Committee, Advisory Neighborhood Commissions 3D and 3E, other established neighborhood organizations, including the Spring Valley Neighborhood Association, Spring Valley-Wesley Heights Citizens Association, and other interested parties and individuals. This process has been candid and productive at every stage of Wesley Seminary's evolving Campus Plans.

Outreach to the community for this proposed plan began in 2019. Although this process was slowed by an unforeseen change in development partners and the COVID-19 pandemic, these meetings were fully renewed in 2021 and have gained momentum. Wesley Seminary has participated in more than forty-five (45) community meetings, as listed below in Section VIII, page 107.

This community engagement has been open, detailed and productive and resulted in substantial changes in the original plan and the proposed set of Conditions set forth below in Section X. Although issues remain for ongoing discussion, the firm basis for more detailed

cooperation and problem solving has been established for successful and timely approval of this 2025 Plan.

In addition to its work with its neighbors, Wesley Seminary has been actively engaged with the relevant District agencies and officials, including the Office of Planning, District Department of Transportation, the Zoning Administrator, and others.

V. THE WESLEY SEMINARY CAMPUS: EXISTING AND PROPOSED

Based on a thorough assessment of the Seminary's mission, goals, programs, and facilities, this Thrive in Place Campus Plan for the Years 2025 through 2035 represents the projected needs of the Wesley Seminary Campus within a framework that allows for flexibility in its specific implementation over the next ten years.

The Campus Plan proposes that the Seminary fulfill its academic mission through demolition of its two 1960-era dormitories (Straughn Hall and Carroll Hall) and the Old President's House, construction of a new Dormitory, playground and enhancement of the existing Green Open Space that surrounds and buffers the campus building envelope from the adjoining neighborhood. The boundaries of the proposed Campus Plan will be maintained to all the property owned by the Wesley Seminary.

This proposed campus development will enable Wesley to remain in Spring Valley and improve its buildings and grounds and utilize its valuable resources to continue and enhance the academic programming that defines Wesley Seminary's distinctive and leadership place in theological education.

A. Location, Boundaries, and Zoning

Wesley Seminary's amended Campus Plan boundaries encompass almost nine acres (381,878 square feet on Lots 6 (818 and 819), 7, 8 and 9 in Square 1600) (See Existing and Proposed Property Boundary, Exhibit J), generally extending from University Avenue on the north to Massachusetts Avenue on the east and A.U. on the south and west. (See Site Location, Z.C. Exhibit 3A). The campus is situated in the Spring Valley Neighborhood, a predominantly residential section of Ward 3 of Washington, D.C. This section of the city is also home to institutional activity, including A.U., the headquarters of the Department of Homeland Security at Ward Circle, and diplomatic residences and neighborhood commercial areas.

The property within the Campus Plan boundaries is located within RA-1 Zone District (low to moderate density residential). (See Existing Zoning, Exhibit K). No change in the existing Campus Plan boundaries is proposed.

When the proposed development is actually constructed, building area will increase to 387,740 gross square feet within the Campus Plan boundaries. This translates to an aggregated FAR of approximately 1.014 within the RA-1 District, well within the permitted campus ceiling of 1.8 FAR. Development proposed in the RA-1 District will conform to the applicable height, setback and lot occupancy limitations consistent with that zoning classification and the maximum permitted FAR.

B. Property Ownership

The Seminary will continue to own 100% of the land within the proposed Wesley Seminary Campus boundary, all of which is zoned RA-1. (See Existing and Proposed Property Boundary, Exhibit J).

C. Land Use

For planning purposes, building uses on campus are categorized in five (5) major groups based on the predominant existing uses on campus, as follows:

- **Residential** (**R**) Housing for students and other tenants both temporary and longer term. Includes recreation facilities, student activity facilities and auxiliary services.
- **Academic/Administrative (AA)** Classrooms, library, faculty offices, administrative offices, auxiliary services and limited support functions.
- Chapel (C) Assembly and/or chapel facilities.
- Support (S) Parking, auxiliary services and limited support functions.
- **Open Space (O)** Informal (perimeter landscape) and formal (courtyard/special landscaping) open space.

(See Existing Land Use, Exhibit L).

Generally, all Wesley Seminary's major facilities, including the Kresge Academic Building, the Trott Administration Building and Chapel, the Library, and the two dormitories (Carroll Hall and Straughn Hall) are concentrated in the central core of the Campus. Smaller structures, including the President's House and the Maintenance Building, are generally located on the periphery of the central campus core. (See Existing Building Use and Infrastructure, Exhibit M).

The campus land use patterns proposed in this Campus Plan remain largely unchanged from existing patterns. Because of the constraints of the existing site topography and mature vegetation, as well as the desire to strengthen the original campus organization and principles of an "academic hill town," the new construction will provide additional student housing consistent with the existing campus development and eliminate existing obsolete facilities. Specifically, Wesley Seminary plans to demolish Straughn Hall, Carroll Hall, the surface parking lot and adjacent one-story maintenance building and the Old President's House and add 282,061 gross square feet of student housing to the existing space on the campus by the year 2027. The following is a summary description of the proposed new development within the Campus Plan boundaries, according to the four use categories:

- Residential (R) program replacement and expansion: The development priority for this category is the demolition of the 1960-era student housing (Straughn Hall and Carroll Hall) and construction of new purpose built student dormitory exclusively for Wesley and A.U. students. The demolition of Straughn Hall and Carroll Hall will eliminate 90 existing beds that will need to be replaced. The 2014 Dorm with a maximum of 76 beds will be maintained. The New Dormitory construction will add approximately 659 new beds. When completed, there will be a net increase of approximately 569 beds on Campus for students, faculty and staff.
- Academic/Administrative (A) program expansion: All existing academic and administrative uses and facilities are proposed to remain in the core of the Campus consistent with the Seminary's current configuration of a focused traditional university campus core, with academic programs in single buildings or in clusters of related buildings.
- Chapel (C) renovation: The completed renovation of the existing Chapel incorporated modern design and equipment for 21st Century worship. The existing Chapel is located within the core of the campus along the Massachusetts Avenue campus frontage. No change to the existing Chapel is proposed.
- **Support** (**S**): Campus utilities and infrastructure have been upgraded and general building systems were upgraded as specific buildings were renovated. All existing buildings are now ADA compliant. To replace the one-story maintenance building to be demolished, the maintenance facility and storage will be located in the underground parking garage.

• Open Space (O): As part of the new Master Plan, the central core of the campus will be maintained. The mature vegetation and open space at the perimeter of the campus will be maintained and enhanced by implementation of the Landscaping Plan, including at the former Old President's House site, along University Avenue and along the Massachusetts Avenue driveway.

D. Built Environment

Wesley Seminary's buildings within the existing Campus boundaries include a total of 166,916 square feet of Gross Floor Area. The Campus includes 8 academic, administrative, residence hall, and student services buildings, largely clustered together and designed in a unified architectural style. (See Existing Building Use and Infrastructure, Exhibit M). With the exception of the 2014 Dorm, these buildings are 1960's era modern brick and stone structures, reflecting the prevailing institutional and academic building trends of that time.

The buildings constructed on the campus have always proceeded in compliance with the height and density restrictions of the District of Columbia Zoning Regulations. The Campus is not densely developed when compared to the surrounding residential area or adjacent A.U. Campus. Building heights on the campus range from 25 to less than 40 feet and three stories. (See Existing Building Heights, Exhibit N).

The new student housing construction proposed in the Campus Plan will provide Wesley Seminary with an important opportunity to demonstrate its continued commitment to the architectural integrity of the Campus and its presence in the Spring Valley Neighborhood. As the Campus evolves, new architecture on the Campus will preserve and reflect Wesley Seminary's institutional setting and high-quality architecture. While designed to serve its intended function in support of the Wesley Seminary's broader educational and religious mission, the new student housing is both distinctive and inviting, contributing to the overall

character of the Campus setting. This new development is sensitive to adjacent buildings and the surrounding context and will be designed to prevent and/or mitigate adverse impacts. The height and density of the new student housing is appropriate for its central location and proximity to existing and proposed A.U. buildings and the function it will serve.

E. Open Space and Pedestrian Network

Since its inception, Wesley Seminary has endeavored to provide an environment that is conducive to human development and learning while respecting the open space and distinct edges formed by the site's natural topography. Open space areas, located both along street edges and internal to the academic core, are key characteristics of the Campus. Most noticeable are the Wesley statue grove, located at the intersection of University and Massachusetts Avenues, and the sloping perimeter hills dotted with mature trees, popular for neighborhood sledding in winter, park-like space for family picnics and dog owners, Family Movie Nights, "Spring in the Valley" and outdoor yoga. Internally, an academic quadrangle unifies the central campus academic core, serving as ceremonial and formal open space on campus while also providing space for more informal interaction.

Diverse plantings on Campus help to make the campus and its outdoor areas even more attractive. The Seminary campus also includes a network of pedestrian paths that have evolved throughout the inner block areas of Campus. (See Existing Open Space System and Pedestrian System, Exhibit O).

This Campus Plan maintains Wesley's current approach of strengthening and concentrating the open space system within the area generally considered the central campus core, while respecting the mature, naturally landscaped campus perimeter. Increasing and

University Avenue, will continue to be a priority for the Seminary in order to create open and inviting views and opportunities for relaxation and interaction throughout the Campus (See Proposed Open Space and Pedestrian System, Exhibit P) and maintain a strong buffer between the central core of the Campus and the adjacent neighborhood. (See Landscaping Plan, Exhibit 3, Aerial Views, Exhibit 4).

Pedestrian corridors will continue to be developed and encouraged to create better connections throughout the campus, to enhance pedestrian safety, and to create places for meetings and interaction. To this end, the Campus Plan includes open space around the new Dormitory and between the existing 2014 Dorm which will create a new open space conducive to the use and enjoyment by the residents of both buildings.

F. Historic Preservation

The Wesley Seminary does not include any structures designated as historic landmarks, nor is the Campus located in an historic neighborhood or district.

G. Campus Identity

The distinct physical environment of the Wesley Seminary Campus is characterized by the inherent order created by the steeply sloped natural topography and resultant hilltop development, which establishes an organizational framework for buildings, street edges, and internal development. (See Existing Site Amenities, Exhibit Q).

Under this Campus Plan, Wesley Seminary proposes to maintain the underlying campus organization and distinct campus identity, which is defined by the central core and wide-open

spaces between the campus buildings and the Massachusetts and University Avenue boundaries with the neighborhood. The Campus Plan specifically calls for the maintenance and enhancement of the existing Green Open Space. (Exhibit P).

H. Transportation

The current vehicular circulation pattern is a two-way access from Massachusetts Avenue and with exit only from University Avenue. (See Existing Vehicular Circulation Network, Exhibit R). Based on intersection and automobile count data as well as the testing of several circulation options and input from the community, the Master Plan is proposing to maintain the two-way access from Massachusetts Avenue. The University Avenue entrance will be further restricted to prohibit vehicles from exiting on to University Avenue. Limited two-way access for emergency, service, and delivery vehicles will be maintained. (See Proposed Vehicular Circulation Network, Exhibit S). At both Massachusetts Avenue and University Avenue, right turn only will be permitted for vehicles. This will allow better site access, especially access to and from the surface parking from Massachusetts Avenue, while minimizing the use of University Avenue and preventing commercial vehicles from driving into and through the residential streets of Spring Valley.

The Wesley Seminary Campus is well served by public transportation systems. The Tenleytown Metrorail station is approximately ½ mile to the east of Campus and A.U. offers shuttle bus service to the station. The Campus is also served by the N3, N4, N6, and N8 Metrobus lines along Massachusetts Avenue, NW and N2 and M4 Metrobus lines nearby along Nebraska Avenue, NW.

Although the use of public transportation by all members of the campus community is strongly encouraged and supported, Wesley Seminary recognizes that not everyone has convenient access to public transportation and that many students, faculty, staff, and visitors drive to campus. Accordingly, Wesley plans to maintain adequate off-street parking inventory to meet the parking needs of the Campus, including surface parking facilities that will be retained on Campus and the two levels of underground parking with 264 parking spaces in the New Dormitory, including a maximum of 105 spaces dedicated for Seminary use. In order to maintain the Green Open Space buffer to the neighborhood, parking has been concentrated within the central core of the Campus and underground.

The Transportation Demand Management ("TDM") Plan that was submitted as part of the original Campus Plan Application (ZC Case No. 22-23) continues to apply and has been updated to the current development. (Z.C. Exhibits 16G, 19, 20A and 80).

The TDM Plan concludes that the Project will not have a detrimental impact on the surrounding transportation network assuming the proposed site design elements are implemented. Furthermore, there are several positive design elements that minimize potential transportation impacts, including but not limited to the following:

- The site's proximity to transit service and bicycle infrastructure;
- The site's location within a generally adequate pedestrian network along major walking routes;
- The site's loading facility design, which maintains loading activity within private property and provides loading circulation that ensures head-in / head-out truck movements are performed from the public roadway network;
- The inclusion of secure long-term bicycle parking spaces that meet zoning requirements;
- The inclusion of short-term bicycle parking spaces within the site that meet zoning requirements; and

 A TDM Plan that reduces the demand of single-occupancy, private garage vehicles during peak period travel times and shifts single-occupancy vehicular demand to offpeak periods.

Additionally, DDOT has requested and the Seminary has agreed to implement, at its expense, the following sidewalk and public space improvements:

- 1. Prior to issuance of the final certificate of occupancy for any new building, WTS will construct the following pedestrian improvements:
 - A sidewalk along the east side of University Avenue NW between
 Massachusetts Avenue and Rodman Street, subject to DDOT approval, with a
 leadwalk into campus along at least one side of the site driveway;
 - Install signage, crosswalk and ADA curb ramps on the south leg of University Avenue at the Rodman Street intersection, subject to DDOT approval.
 - Install signage, crosswalk and ADA curb ramps on the east leg of the campus driveway at the University Avenue and Sedgwick Street intersection or construct the crossing as a continuous sidewalk, subject to DDOT approval; and
 - Install wayfinding signage on the Wesley Seminary campus directing students to the gated connection to the American University campus.

The Applicant will continue to work with the District Department of Transportation ("DDOT") to refine the proposed conditions and clarify the timing in which they will be completed.

I. Utilities

The Campus is served by an existing network of utilities, including water, sanitary sewer, storm, gas, electric, telecommunications, and cable television. In 2007, a substantial upgrade and renovation of the underground, utility system, including steam pipes, telecommunications, and electrical services was completed. These utilities are located both within the actual roadway pavement and also between the buildings and the roadway curbs. Utility systems are owned and

operated by the District of Columbia, or private utility companies. (See Major Utilities, Exhibit T).

The upgraded utility systems within the Campus have excess capacity for additional development to the maximum floor area as established by the zoning of campus properties.

Utilities are easily accessible to almost every part of the Campus through the public right-of-way. No easements are required for connections to these existing public utilities. The existing water service includes both fire and domestic distribution within the same water mains located in the street; no separation exists between these systems. Flow tests in this area show that the pressures are adequate for domestic water delivery, but require fire pumps for multistory construction.

The existing 4,000 amp electrical service is adequate for both commercial and residential development. Telecommunication service parallel to the electrical service is also provided to various buildings on the Campus. Gas service has more than adequate provisions for service to all areas of the Campus.

All utility systems serving the Campus are provided by the District of Columbia, or private utility companies. The existing infrastructure provides adequate public facilities to fully develop the area within the perimeter of the Campus over the ten-year term of this Plan without significant degradation of service or capacity.

VI. ZONING REGULATION COMPLIANCE

The Wesley Theological Seminary Campus Plan complies in the following respects with the requirements of Subtitle X, Sections 101 and 901 of the District of Columbia Zoning Regulations:

A. College or University which is an Academic Institution of Higher Learning (Subsection 101.1)

By Act of the General Assembly of the State of Maryland, The Wesley Theological Seminary was chartered as an educational institution of higher learning.

- B. The Use is Located So That It Is Not Likely to Become Objectionable to Neighboring Property (Sub-section 101.2)
- 1. Noise

Activities within the Campus Plan boundaries are centrally located and designed so as to minimize noise (and visual) impacts on the surrounding community. New facilities proposed in this Campus Plan will also be centrally located and isolated from the surrounding neighborhood with minimum impact on the community in terms of noise. In an effort to reduce noise, the Seminary will continue to abide by the following measures:

- Locating Campus activities so as to satisfy the need of students, faculty and residents for a quiet and secure place to study, work and live, with attention to the need to minimize impacts on the community; and
- Locating and designing loading docks and mechanical systems to reduce, as much as possible, the noise they produce.
- 2. Traffic

The Seminary encourages the use of public transportation by all members of the Wesley community, while recognizing that not everyone has convenient access to public transportation

and that some students, staff, and visitors must drive to campus due to other commitments, such as childcare, evening activities, disabilities, and the like. To mitigate traffic impacts of the campus on area streets, Wesley has further limited vehicles leaving the Campus from the University Avenue exit. Additionally, Wesley Seminary will implement the robust Transportation Demand Management Plan established by DDOT to meet the needs of the campus over the ten-year term of the Plan.

3. Number of Students

a. Enrollment and Residents

The development proposed in the Campus Plan will not create objectionable conditions due to the number of students, residents or other conditions. The Plan maintains the current enrollment levels for the Seminary reflecting the total headcount for full and part-time students. (Student Enrollment and Employee Trends, Exhibit B). Residents will be centrally located on Campus and be subject to strict and enforced Codes of Conduct by Wesley, A.U. and Landmark, including off-campus parking restrictions. As stated above, the Transportation Demand Management Plan will be designed to meet the needs of the Campus over the ten-year term of the Plan. Additionally, the Plan proposes the development of new facilities to meet the needs of the changing student population over the term of the Plan.

b. Personnel

The personnel population on the Campus will increase proportionately to support the academic mission and student population of the Wesley Seminary Campus, but any increase will not be substantial and is capped by the Campus Plan.

C. Compliance with Commercial Use Restrictions (Sub-sections 101.3 - 101.4)

Throughout this Campus Plan process and its predecessor application (ZC 22-13). There has been an ongoing debate on whether the proposed New Dormitory use is a permitted use directly related to the Seminary's educational mission or a commercial use restricted under Subtitle X, Sec. 101.4. Throughout this process, Wesley has consistently maintained that the proposed dormitory to be constructed and operated by Landmark under a ground lease was a permitted educational and residential use on the campus supported by a January 2020 determination by the Zoning Administrator that stated: "I conclude that a new student residence project which includes units featuring private baths and kitchens and offering occupancy to non-WTS students can be considered a dormitory use, pursuant to the Zoning Regulations." (Emphasis in original). ZC Exhibit 16A. This is entirely consistent with the Zoning Regulations focus on the use or function of a property, not its ownership structure or status of its occupants. Further as more fully discussed herein the New Dormitory is not inconsistent with Institutional designation of the Wesley campus under the Comprehensive Plan.

The Zoning Commission confirmed the legitimate university use characterization of the proposed New Dormitory by accepting and approving a text amendment establishing a new Subtitle X, Sec. 101.5 which provides:

101.5 University housing exclusively for use by Wesley Theological Seminary and American University students, faculty, and staff on Square 1600, Lot 819 shall not be subject to the commercial use restrictions in this section if approved by the Zoning Commission as part of a campus plan.

In the context of the pending Campus Plan, Sec. 101.5 addresses the commercial use objections of some opponents of the project and finds in favor of the Applicant's contention that the New Dormitory is a legitimate university use.

D. Compliance with the Maximum Bulk Requirements (Sub-section 101.6)

The property within the Campus Plan boundaries is zoned RA-1. The Zoning Regulations limit campus development to an FAR of 1.8 (687,780 square feet).

When added to all existing buildings and structures on the Campus, development under this Campus Plan is well below the maximum permitted gross floor area prescribed for the Campus. Further, adding the New Dormitory to the Campus brings the total gross floor area of development within the Campus Plan boundaries to a total of approximately 387,040 square feet and an overall FAR of approximately 1.014. Approximately 300,740 square feet of available gross floor area will not be developed.

- E. Submission of a Plan for Developing the Campus as a Whole (Sub-section 101.8)
- 1. Buildings, Parking and Loading Facilities

a. Buildings

In determining its future Campus and institutional needs, Wesley has been guided by its strategic vision of "Ministry 2044" and recent self-evaluation. Consistent with this study, the Campus Plan calls for the limited new development to meet its objective to Thrive in Place through the year 2035 and beyond as set forth below:

• Residential (R) program replacement and expansion: The development priority for this category is the demolition of the existing Straughn Hall and

Carroll Hall and construction of new student housing for Wesley students, faculty and staff and interested America University students, faculty and staff. When completed, this plan will increase the level, quality and flexibility of housing for Wesley students and their immediate families and provide new and improved housing opportunities for A.U. students, faculty and staff who do not have access to housing on the A.U. Campus and are living off-campus in the surrounding neighborhood. The new student housing will yield a net increase of 569 beds on Campus.

- Academic/Administrative (A) program expansion: All academic and administrative uses and facilities are proposed to remain within the perimeter of the Campus consistent with the Seminary's current configuration of a focused, traditional university campus core, with academic programs in single buildings or in clusters of related buildings.
- Chapel (C) renovation and expansion: The renovation of the existing Chapel has been completed without the previously approved 5,000 square foot expansion. The renovation provided a space for 21st century worship and achieved ADA accessibility for the entire Trott Administration Building in which the Chapel is located. The existing Chapel is located within the core of the Campus along the Massachusetts Avenue Campus frontage.
- **Support** (S): In preparation for the renovation and limited new construction, Campus utilities have been upgraded. The Seminary's maintenance facility and storage will be located in the underground parking garage.
- Open Space (O): The Master Plan maintains and consolidates the central core of the Campus and enhances and expands the existing Green Open Space. Demolition of the Old President's House and re-landscaping that area will enhance the Campus along University Avenue.

(See Proposed Land Use, Exhibit U; Proposed Building Use and Infrastructure, Exhibit V; and Proposed Building Heights, Exhibit W).

b. Parking

The Campus Plan reduces the existing surface parking in the central core of the Campus, but the two levels of underground parking (264) in the New Dormitory will provide a total of 295 parking spaces on the Campus for students, employees, residents and visitors. This increased level of parking, in conjunction with the Traffic Demand Management program to be continued and enhanced, will meet or exceed the demand for off-street parking for the Campus and minimize off-campus parking.

c. Loading

Many of the Seminary's general deliveries take place at the Kresge Academic Building, while certain special deliveries occur at loading docks and departments located throughout the Campus, including at the central plant facility in the 2014 Dorm. Limited use of the University Avenue entrance for service and delivery vehicles only will limit the traffic impact on the neighborhood and provide easy access to the Kresge Building and 2014 Dorm. Loading facilities for the New Dormitory will be located inside the building and accessed only to and from Massachusetts Avenue. As part of the Traffic Demand Management Plan included in the Campus Plan, a truck management program will be implemented to reduce the impact of Campus-related trucks on neighborhood streets. The Plan includes a truck circulation route that identifies the main routes that delivery vehicles should use to access loading facilities on Campus, while discouraging the use of neighborhood streets. (Proposed Vehicular Circulation Network, Exhibit S).

2. Screening, Signs, Streets, Public Utility Facilities

a. Screening

The landscaped elements of the Campus Plan seek to enhance the visual impact of the Campus, form a stronger sense of place, create a sense of harmony with the surrounding community, improve pedestrian connections, and enhance Wesley's open space system. The Campus Plan proposes to continue to enhance Wesley's open space system within the central campus core and perimeter and increase and intensify landscaping on Campus. (Proposed Open Space and Pedestrian System, Exhibit P; Proposed Site Amenities, Exhibit X; and Landscaping Inventory, Plan and Playground, Exhibit H, Exhibits 3 and 4).

b. Signs

The Campus Plan calls for maintenance of Wesley's existing signage and amenities programs, including building identification, directories and other exterior graphics. A new small sign identifying the New Dormitory will be proposed for the Massachusetts Avenue entrance. The Plan also proposes to develop major perimeter gateways and campus core gateways through the use of signage. The gateways will not only create clarity for both pedestrians and vehicular traffic, but also will aesthetically enhance the interface between the surrounding community and the Campus. (See Proposed Site Amenities, Exhibit X). Signage and other means as required will be used to restrict the use of the University Avenue exit.

c. Streets

Additionally, the Campus Plan calls for using Massachusetts Avenue as the principal means of ingress and egress to the Campus. The use of the University Avenue entrance will be restricted for private vehicles and limited to service and delivery vehicles and emergency vehicles, and restriction on exiting private vehicles. (Proposed Vehicular Circulation Network, Exhibit S).

d. Public Utilities

There are no current plans or requirements for any utility expansions within or immediately adjacent to the Campus, and no special utility development conditions are expected to be required within the Campus during the period covered by this Plan. General upgrades and improvements to existing utilities, including upgrades to the main water line and other utilities improvements have been completed.

3. Athletic and Other Recreational Facilities

Renovation and improvements to the Seminary's existing recreational facilities and additional facilities in the New Dormitory will serve the recreational needs of the Seminary community. A small community playground is proposed in the area of the three residential lots setback from University Avenue. (Exhibits 3 and 4).

4. Description of All Activities and Capacity of All Present and Proposed Campus Development

The activities to be conducted on Campus include those activities associated with general seminary and educational use as well as auxiliary uses. Five land use categories are used to identify and describe campus activities: Academic/Administrative (A), Residential (R), Chapel (C), Support (S), and Open Space (O). (See above, Section IV, C. Land Use). The proposed Campus land use patterns will remain largely unchanged and the planned new Dormitory will continue to provide an environment consistent with the existing Campus. (See Proposed Land Use, Exhibit U).

F. Interim Use of Land is Continued (Sub-section 101.10)

The proposed Campus Plan does not require any interim use of land on the Campus.

G. No New Use Sought for Approved Site of Buildings Moved Off-Campus (Subsection 101.10)

The Seminary does not seek approval for any new use of a previously-approved building site, and thus complies with this section.

H. Compliance with the Policies of the District Elements of the Comprehensive Plan (Sub-section 101.11)

The Wesley Theological Seminary Campus Plan complies with the policies of the District Elements of the Comprehensive Plan. The continued educational use is consistent with the institutional designation on the Future Land Use Map of the Campus.

In order to approve the Campus Plan, the Commission must find that the application is "not inconsistent with the Comprehensive Plan and with other adopted public policies . . . related to the subject site." 11-X DCMR §§ 304.4(a), 500.3. As detailed below, the Campus Plan is not inconsistent with the Comprehensive Plan.

The District of Columbia Court of Appeals has consistently directed the Commission to review a Campus Plan application in the context of the Comprehensive Plan and other adopted public policies "as a whole" under this prong of the Campus Plan evaluation standard. That is, the Commission may find that a Campus Plan application is not inconsistent with the Comprehensive Plan even if the application presents actual or potential inconsistencies with individual objectives or elements of the Comprehensive Plan. Rather, the Commission must weigh and balance competing policy objectives and explain its analysis. As noted below, the Campus Plan is not inconsistent with the Comprehensive Plan and other adopted public policies, when reviewed as a whole.

1. Future Land Use Map: The Future Land Use Map ("FLUM") includes the Campus in the Institutional Land Use Category. The Framework Element of the Comprehensive Plan, adopted in 2020, notes the following with regard to the Institutional Use Category:

This designation includes land and facilities occupied and used by colleges and universities, large private schools, hospitals, religious organizations, and similar institutions.

While included in this category, smaller institutional uses such as churches are generally not mapped, unless they are located on sites that are several acres in size. Zoning designations vary depending on surrounding uses. Institutional uses are also permitted in other land use categories. 10-A DCMR §227.18. A Campus Plan and Campus Plan Approval for the Site and a new dormitory building is clearly consistent with and meets this standard.

The proposed Campus Plan is not inconsistent with the Institutional FLUM designation, as Wesley Seminary is indeed an institutional use. It is one of the nation's leading and largest graduate theological schools (most of which are known as "seminaries" or "divinity schools"), consisting of a diverse student body and offering three Master's degrees and a Doctor of Ministry, as well as several non-degree programs.

2. *Generalized Policy Map*: The "Generalized Policy Map" ("GPM") designates the Campus as "Institutional Uses". The Comprehensive Plan states that:

Much of the land identified as institutional on the map represents colleges and universities; change and infill can be expected on each campus consistent with campus plans.

Other institutional sites, including hospitals and religious orders, likewise may see new buildings or facilities added. Policies in the Land Use and the Educational Facilities Elements address the compatibility of such uses with surrounding neighborhoods. 10-A DCMR §225.22.

The Campus Plan will maintain and enhance the Seminary's religious and educational mission and presence in the neighborhood, City-wide and beyond that is entirely consistent with the Institutional Uses designation.

3. Land Use Element: The Land Use Element is the cornerstone of the Comprehensive Plan. It establishes the basic policies guiding the physical form of the City, and provides direction on a range of development, conservation, and land use compatibility issues. The Land Use Element describes the balancing of

priorities that must take place in order to accommodate a multiplicity of land uses within the boundaries of the District.

Colleges and Universities in general, and Wesley Seminary in particular, are a significant and vital land use in the District.

Institutional Uses occupy almost 2,300 acres - an area larger than all of Washington, DC's retail, office, and hotel uses combined. These uses include colleges and universities, private schools, childcare facilities, places of worship and other religious facilities, hospitals, private and nonprofit organizations, and similar entities. 317.1.

The District is home to about a dozen colleges and universities, enrolling more than 85,000 students. There are also nearly 70 non-local college and university programs that occupy space in Washington, DC. The District contains more than a dozen hospitals, some located on the campuses of its universities and others occupying their own campuses or federal enclaves. Hundreds of nonprofit and private institutions also operate within the District, ranging from private schools and seminaries to historic home museums and the headquarters of leading international organizations. Major Institutional Uses are shown on Map 37. 317.2.

Institutions make an important contribution to the District economy and are an integral part of Washington, DC's landscape and history. The colleges and universities alone employ 29,682 workers. Through partnerships with government and private industry, museums, higher education, and health care institutions provide services and resources to the community that could not possibly be provided by the government alone. 317.4.

The Campus Plan is consistent with various policies and guidance from the Land Use Element of the Comprehensive Plan, including policies related to: Transportation Impacts of Institutional Uses (*LU Policy 3.3.1*), Corporate Citizenship (*LU Policy 3.3.2*), and Non-Profits, Private Schools and Service Organizations (*LU Policy 3.3.3*).

Wesley Seminary has worked extensively with the community to develop a plan that responds to neighborhood concerns. Notably, the Applicant has reduced the height of the dormitory and provided increased setbacks along the upper stories. The Project will include enhanced landscape buffering along the Campus perimeter, clustering the housing interior to the lot and siting the new dorm adjacent to A.U.'s high rise dormitory at the far northest corner of the campus. Wesley has also committed to preserving heritage and special trees on the property, and constructing a playground for public use along University Avenue.

Educational facilities are encouraged to provide alternative transportation options to mitigate traffic and parking impacts. In this case, they will be mitigated, in part, by the reduction in FAR for the dormitory. Additionally, the Applicant has worked diligently with DDOT to develop additional measures that have been provided in the Comprehensive Transportation Review. *See* Comprehensive Transportation Review, Z.C. Exhibits 16G, 19, 20A and 80.

4. *Transportation Element:* The Proposed PUD is consistent with the policies of the Transportation Element of the Comprehensive Plan, including policies related to: Minimizing Off-Street Parking (*T Policy 1.1.8*), and Charging Infrastructure (*T Policy 5.2.2*).

The Proposed Campus Plan promotes various modes of transportation, including bicycle, pedestrian, and shuttle bus. The Project will improve pedestrian pathways and adds long-term and short-term bicycle parking spaces on campus. The underground parking in the New Dormitory will provide 6-8 EV charging stations. The New Dormitory will designate an on-campus ride-sharing pick-up and drop-off location and on-campus rental bike and scooter parking area.

- of the Housing Element: The proposed Campus Plan is not inconsistent with the policies of the Housing Element of the Comprehensive Plan, which addresses the importance of housing to neighborhood quality in DC and the importance of providing housing opportunities for all segments of the population throughout the District. In particular, colleges and universities should address the housing needs of the students and promote the use of such housing by their students. The Project will provide a new dormitory consisting of approximately 215 units, consistent with the Student Housing policy (*H Policy 1.3.5*).
- 6. Environmental Protection Element: The proposed Campus Plan is not inconsistent with the policies of the Environmental Protection Element of the Comprehensive Plan. In particular, the Project would preserve existing heritage and special trees on Campus and install new landscape, maintaining the Campus' character as a wooded environment, consistent Tree Requirements in New Developments (E Policy 2.1.2). Additionally, the Project would advance Support for Green Building, as proposed new dormitory will be certified LEED Gold (E Policy 3.2.1).
- 7. Educational Facilities Element: The Campus Plan is consistent with various policies and guidance from the Educational Facilities Element of the Comprehensive Plan, including policies related to: Corporate Citizenship (EDU Policy 3.2.2), Workforce Development (EDU Policy 3.2.3), Universities as Community Partners (EDU Policy 3.2.3), University Research Partnerships (EDU Policy 3.2.5), Balancing University Growth and Neighborhood Needs (EDU Policy 3.3.2), Universities as Large Landowners and Campus Plan Requirements (EDU Policy 3.3.3), and Student Housing (EDU Policy 3.3.4).

The proposed Campus Plan advances several of these policies by allowing it to operate as an open campus for the enjoyment of both students and neighbors. Additionally, it will expand its access by providing a neighborhood playground for public use, fulfilling an important priority for the neighborhood. Wesley Seminary sponsors an internship program that places students at non-profit and community organizations throughout the District, and students provide assistance to the mission of several churches in the area.

The Campus Plan will advance goals related to housing as well, relieving rental pressures on the neighborhood's private housing stock by developing a dormitory on the Campus.

8. Rock Creek West Area Element: The Campus Plan is consistent with various policies and guidance from the Rock Creek West Area Element of the Comprehensive Plan, including policies related to: Economic Development (RCW)

Policy 1.1.2), Managing Institutional Uses (RCW Policy 1.1.8), Conserving Common Open Spaces (RCW Policy 1.1.9), and Managing Transportation Demand (RCW Policy 1.1.11).

The proposed Campus Plan will be consistent with the Comprehensive Plan, having a height and building design that is compatible with adjacent buildings on AU's Campus, and additional landscaping and maintenance of the perimeter buffer and large trees will reduce its visual impact overall. The demolition of the Old President's House will create a larger Green Open Space, providing an additional buffer between buildings and the street.

The Applicant has worked extensively with the community to ensure that the impact of the dormitory is mitigated to the extent possible and has agreed to: 1) not increasing enrollment on the campus; 2) provide fewer parking spaces in proportion to the number of beds in the dormitory; 3) prohibit residential parking permits for those living or working on the Campus; 4) restrict delivery movements; 5) and redirect vehicular traffic to an access point on Massachusetts Avenue.

For the reasons noted above, and discussed in detail in <u>Exhibit E</u>, the Campus Plan satisfies the first prong of the three-part Campus Plan evaluation standard as being not inconsistent with the Comprehensive Plan and related public policies *as a whole*.

I. Commitment to Diversity, Equity, Inclusion and Social Engagement

Significantly, this Campus Plan and Wesley Seminary's educational and religious mission are founded upon and committed to supporting racial equity, resiliency and local community engagement and programs.

The Seminary embraces, lives, and professes its commitment to Diversity, Equity, and Inclusion.

The mission of Wesley Theological Seminary ("Wesley" or "the Seminary") is to prepare persons for Christian ministry, to foster theological scholarship, and to provide leadership on issues facing the church and the world. Our aim is to nourish a critical understanding of Christian faith, cultivate disciplined spiritual lives, and promote a just and compassionate engagement in the mission of the church to the world.

Wesley is a community of persons in the church, accountable, as all Christian communities are, to the intention of God that all may be one. In recognition of God's intention, this Commitment to Diversity, Equity, and Inclusion ("DEI Commitment") recognizes all humans are made in the image and likeness of God and establishes Wesley as a community that intentionally seeks to include persons of multifarious differences as students, faculty, staff, administrators, and members of the Seminary's Board of Governors ("Board").

Wesley's commitment to diversity, equity, and inclusion is to be lived out in our admission and support of students; in the hiring and promotion of faculty, staff, and administrators; in the **selection** of members to the Board; and through the work of Wesley's Diversity, Equity, and Inclusion Committee ("**DEI Committee**") and Diversity, Equity, and Inclusion Officer ("**DEI Officer**") as supported by Wesley's Board, Administration, faculty, staff, and students. (<u>See</u> Commitment to Diversity, Equity, and Inclusion, Z.C. Exhibit 3A).

At all levels, the Seminary is diverse, including students, faculty, administrators, staff, Board of Governors, and the Christians and persons of other faiths that it touches. The Seminary's student body demonstrates its diversity by race, sex, age, religion, national origin and sexual orientation. 54% of students are women, 46% men, 33% Black,31% White, 15% Asian, and 5% International. Its student range in age from the early twenties to seventy or older. More than 60% of the students are ages 30-59 with nearly 25% ages 40-49. Over 30 different denominations are represented from the United States and abroad. Wesley is a majority minority community substantially contributing to the diversity of the neighborhood and Ward 3.

Locally, the Seminary has deep and strong ties with the community. At least 200 alumni are District of Columbia residents who are deeply committed to the City and the lives of its residents through its churches and non-profit organizations.

The Seminary's commitment to our community and other local communities is the mission of its Community Engagement Institute under the leadership of Lorena M. Parrish.

Ph.D., Associate Professor of Urban Ministries. The Institute's training and programs are broad and provide resources locally and beyond, including:

- Center for Public Theology
- Community Engagement Fellows Program
- Heal the Sick Program
- J. The Proposed Buildings Are Within the Floor Area Limit for the Campus as a Whole (Sub-section 101.5)

When added to all existing buildings and structures on the Campus, the limited new development under this Campus Plan will not exceed the maximum permitted gross floor area prescribed for the Campus. If all proposed development is constructed, the gross area within the Campus Plan boundaries will total approximately 387,040 square feet. This results in an overall FAR of 1.014 significantly below the maximum permitted Campus FAR of 1.8.

K. Referral to the District of Columbia Agencies (Sub-section 101.13)

The Campus Plan application has previously been referred to the Office of Planning (OP), D.C. Department of Transportation (DDOT), and the Department of Energy and the Environment for their review and report. Wesley Seminary has met numerous times with OP.

The Seminary's traffic consultant, Gorove-Slade, is working directly with DDOT to establish the updated Traffic Demand Management Plan based on recent changes to the Campus Plan.

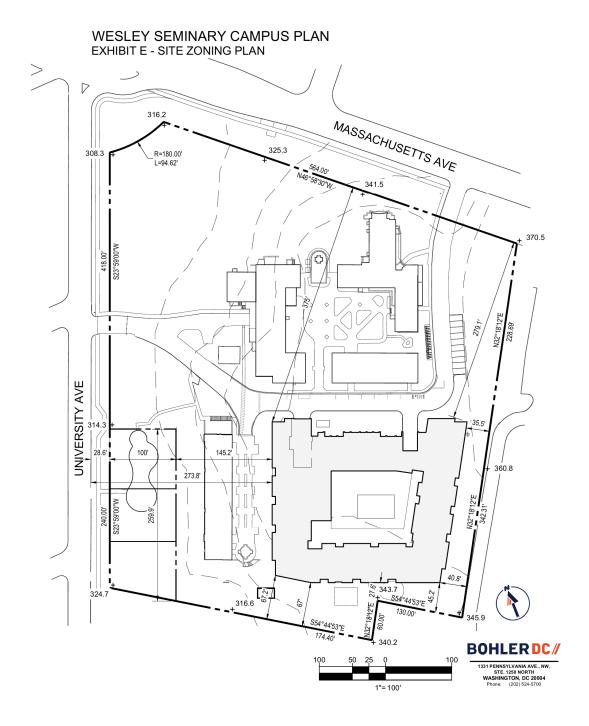
Discussions have been undertaken directly with DOEE.

L. Request for Minor Variance Relief

The Zoning Regulations, under Subtitle X § 1000.3, authorizes the Zoning Commission to grant area variance relief as part of a campus plan application pursuant to the variance standards in Subtitle X § 1002.1. Specifically, Wesley is requesting an area variance for a minor deviation in the proposed height of the New Dormitory under the height restrictions in Subtitle F-§203.3 which provides:

An institutional building or structure may be erected to a height not exceeding ninety feet (90 ft.), not including the penthouse or rooftop structure, provided that the building or structure shall be removed from all lot lines of its lot a distance of not less than one foot (1 ft.) for each one foot (1 ft.) of height in excess of that authorized in the district in which it is located.

In the RA-1 Zone, the authorized height is 40 ft., subject to the provisions of §203.3. The height of the proposed New Dormitory is 74'-8". As a result, §203.3 requires the building to be setback 35'-0" from all lot lines. As shown on the Site Plan (Exhibit G), the New Dormitory is set back from the lot lines at least 35'-0" on the east along the north-south boundary with AU (35'-0"), on the north along Massachusetts Avenue (425'+/-) and to the west along University Avenue (300'). However, at the southern lot line the irregular "notch" in the property boundary with AU reduces the required setback to 27'-0" along only a limited portion of the lot line. Beyond the "notch" area, the setback substantially exceeds the minimum 35'-0" required. As a result, the Seminary is requesting an area variance from the height required by §203.3.



The burden of proof for an area variance is well established. The Seminary must demonstrate that (1) the property is affected by an exceptional or extraordinary situation or condition, that (2) the strict application of the Zoning Regulations will result in a practical difficulty to the applicant, and that (3) the granting of the variance will not cause substantial

detriment to the public good nor substantially impair the intent purpose or integrity of the zone plan. As set forth below, the Seminary satisfies the three-part test for the requested variance relief.

Specifically, the Seminary is affected by several exceptional conditions that both individually and taken together dictate the location of the New Dormitory. The "notch" into the property creates an anomaly or unique configuration of the otherwise continuous straight southern lot line that extends to University Avenue. As a result, several practical difficulties result. The location of the New Dormitory is restricted by the existing improvements on the Campus, including the east-west driveway and walkways, the surrounding existing buildings (Library, Kresge Hall, and the 2014 Dorm), and Heritage Tree which prevents movement of the footprint to avoid the conflict created by the "notch". Relocation of the New Dormitory in order to comply with the 35'-0" setback would encroach on the existing improvements, undermine the preservation of the Heritage Tree, and prevent the longstanding pedestrian and vehicular circulation on the Campus. These circumstances would be unduly burdensome, if not impossible, for the Seminary to achieve. Finally, the requested variance would be a substantial benefit to the public good, not a detriment, by locating the New Dormitory immediately adjacent to the existing and taller AU buildings and in the farthest corner of the Campus from the surrounding neighborhood on University Avenue and Massachusetts Avenue. This allowance for the isolated "notch" in the property line would not impair the purpose or intent of the RA-1 zone plan which provides for regulating height at this location.



Wesley's tranquil campus is inviting for many visitors.

VII. INCLUSIONARY ZONING

This Campus Plan raised for the first time, a question not previously contemplated by the Zoning Regulations, of if and/or how the IZ requirements could be imposed on student housing built on a university campus, but not exclusively for students on that campus. Under normal circumstances, Subtitle C, 1001.6 (c) provided a clear exemption from IZ for "[h]ousing developed by or on behalf of a local college or university exclusively for its students, faculty, or staff." Clearly, on campus student housing was intended to be exempt from IZ, but never anticipated that students from two immediately adjacent schools would be housed on one of the campuses.

The Zoning Regulations and DHCD never envisioned a situation when a student dormitory located on a university campus would house students from more than one institution or that the Inclusionary Zoning ("IZ") would be applicable to an on campus student housing project. In fact, DC Code does not allow college or university students to be eligible for IZ without a parent or guardian:

§ 6-1041.06. Ineligibility of Students

Notwithstanding § 2-1402.21, a person enrolled as full-time student in a college or university shall not be eligible to apply to rent or purchase an inclusionary unit unless the annual income of his or her parent or guardian would qualify under the eligibility standards established by the Mayor, or unless the student is a part of a household that otherwise qualifies for the inclusionary unit. Faced with this unique scenario, Wesley offered to meet the spirit of IZ compliance through a privately administered and DHCD supervised student only affordable housing plan for the proposed New Dormitory.

ANC 3E and others have raised concerns about the operation and need for on campus student affordable housing. Beyond these objections, ANC 3E has championed a solution which Wesley proposes to implement as part of this application. Specifically, ANC 3E has requested that Wesley provide support for the required quantity and affordability of IZ units at an off-site location within the boundaries of its Commission or more broadly in Ward 3.

Wesley remains committed to affordable housing in the District as part of its broader religious and educational mission and accepts ANC 3E's challenge to provide and/or support fully compliant new IZ housing focused in this neighborhood. The estimated value of the IZ support to be provided by Wesley is \$8 million. As of this writing, Ward 3 has achieved only 10.1 percent of its target for new affordable housing units, and this proposal will be an important

contribution to the neighborhood and its diversity, equity, and inclusion. See DMPED 36,000 by 2025 Dashboard.

More broadly, the possibility of new IZ units is threatened by dramatically reduced resources, including the Mayor's proposed substantial reduction in budget funding for the Housing Production Trust Fund and the current unavailability of other affordable housing funding and financing programs.

Text Amendment Solution (ZC 24-09)

At its May 9, 2024, public meeting, the Zoning Commission unanimously agreed that Wesley Theological Seminary's ("Wesley") proposal to construct a new dormitory to be occupied by both Wesley and AU students should move forward and that the Commission would consider a text amendment to accomplish that objective and address outstanding Commission, ANC, and neighborhood concerns related to Inclusionary Zoning.

On February 27, 2025, the Commission approved Final Action to amend the Zoning Regulations to establish a new provision Subtitle C, Section 1006.10. The Notice of Final Rulemaking has not been published, but below is the current draft of the final regulation. In taking Final Action the Commission clarified the amendment to provide that the minimum level of required IZ could be increased, but not decreased.

1006.10 Wesley Theological Seminary shall provide off-site IZ located in Ward 3 as an enforceable condition to its 2022-2032 Campus Plan further processing to construct university housing on Wesley's campus, provided that the requirements of Subtitle C §§ 1006.1 - 1006.3(a)-(g), may be waived by the Zoning Commission for the off-site IZ. Depending on construction type, the off-site IZ provided shall be no less than Subtitle C §1003.1 or §1003.2 set-aside requirements, as applicable, and subject to the requirements of

Subtitle C §§ 1006.5 - 1006.9. Notwithstanding the foregoing, and for good cause shown, the Zoning Commission shall have broad discretion to determine that the off-site IZ requirement described in this provision can be satisfied by alternative means, including increasing or decreasing the set-aside requirements described herein and/or by requiring Wesley to make a financial contribution, deemed sufficient by the Zoning Commission, to an organization(s) that will facilitate the construction of new affordable housing reserved for households at or below 60% of median family income for rental units or at or below 80% of median family income for ownership units exclusively in Ward 3, provided that such alternative means is stated as an enforceable condition to the 2022-2032 Campus Plan further processing to construct university housing on Wesley's campus. (Emphasis added). [Highlighted language to be deleted in Final Version].

APPLICABLE IZ REQUIREMENTS

The New Dormitory will be Type 3 Construction which under Subtitle C, Sec. 1003.1 (a) requires a minimum of ten percent (10%) of the residential gross floor area be set aside for Inclusionary Zoning units. In calculating the required level of IZ, Wesley has not exempted any of the area for exclusively Wesley units in the new building 30,513 sf. Also, unlike other IZ projects with the affordable housing subsidized by authorizing up to 20% bonus density, Wesley has not requested or realized any bonus density. The table below provides an Inclusionary Zoning Analysis for the New Dormitory. As set forth, Wesley is proposing to provide the value of almost 11% which exceeds the minimum 10% required, without Wesley exemption or benefit of bonus density provided for all other IZ projects.

New Dormitory – Inclusionary Zoning Analysis	
Proposed Total Gross Floor Area	282,061 sf
Net Residential Gross Floor Area	224,359 sf
Required IZ Set-Aside @ 10% (Type 3 Construction)	22,436 sf
Unrealized 20% IZ Bonus (Maximum)	56,412 sf
Unrealized Wesley IZ Exemption (90/659 beds = 13.6%)	30,513 sf
Estimated Value/Cost of 10% IZ @ \$325/sf	7,291,700

Proposed \$8,000,000.00 IZ Off-site IZ Fund @ 325/sf = **24,615** sf (**10.97%**)

1. Proposed Ward 3 Inclusionary Zoning Revolving Fund.

As acknowledged by the Zoning Commission during their deliberations on the Text Amendment, Wesley and Landmark are not an affordable housing developer and as such cannot directly develop the offsite affordable housing. In collaboration with ANC 3E, Wesley made its best efforts to identify a Ward 3 development project(s) that would be willing to provide the offsite IZ units.

For a variety of reasons, this search proved unsuccessful. In addition to the high cost of Ward 3 affordable housing, limited potential sites, and increased cost of limited capital, Wesley encountered several obstacles that proved insurmountable. First, ongoing Ward 3 development projects were unwilling to increase their IZ programs due to the risks and delays that would be required to modify already secured project financing and in some cases the need to modify previous discretionary zoning approvals. The former Super Fresh site is one example of a seemingly good candidate, but the developer would not risk another judicial appeal after finally

resolving a previous one after a lengthy zoning approval process with persistent opposition from a small community element. One developer of an ongoing Ward 3 project with its own substantial IZ component advised that increasing IZ undermines the marketability of the project's market rate units. Finally, we learned from a number of developers that the timing of financial support offered by Wesley that would not be available until Wesley obtains its zoning approvals would be too late or uncertain to impact an ongoing development project. Recently, Wesley was working with an established affordable housing developer that had identified a site on Wisconsin Avenue in Friendship Heights for a project. However, the developer needed funds for site acquisition, but the need was current and Wesley's final Campus Plan and Further Processing approvals would come too late to provide Wesley with the assurances it needs to release the funds. As a result, the developer was unable to acquire the site.

For all the stated reasons, Wesley has demonstrated "good cause shown" under §1006.10 that the off-site IZ requirements can properly be satisfied by alternative means, including making a financial contribution deemed sufficient by the Commission as part of the Campus Plan approval process.

Given these obstacles and upon the recommendation of DHCD and others, Wesley enlisted the assistance of Local Initiatives Support Corporation ("LISC") to explore alternative means of compliance. LISC is a nationwide affordable housing community development organization that has operated in DC for 42 years. LISC has proposed to establish and administer a Ward 3 Inclusionary Zoning Revolving Fund ("Ward 3 Fund") that would be funded with a \$8 million dollar contribution from Wesley. The Ward 3 Fund would be dedicated exclusively to the creation and preservation of affordable housing in Ward 3, including acquisition, construction, and/or long-term financing for qualified projects. The funding would

be provided subject to covenants that ensure long-term affordability and established levels of affordability that meet or exceed the IZ requirements and be subject to DHCD review and supervision. As funds are repaid to the Ward 3 Fund, they can be recycled for new projects that meet the applicable requirements.

As will be more fully documented before and during the upcoming public hearing, the proposed \$8 million contribution exceeds the cost of the minimum level of required IZ associated with the proposed new Dormitory and should be sufficient to subsidize at least the minimum level of required IZ over time in compliance with the Wesley text amendment.

2. Operation of Ward 3 Inclusionary Zoning Revolving Fund

LISC is a Community Development Financial Institution, certified by the US Treasury

Department, with over 40 years operating in the DC market. To date, LISC DC has invested

\$557 million in the District, leading to the preservation or creation of over 15,000 affordable

homes. LISC has experience managing revolving loan funds, similar to the proposed Ward 3

Revolving Loan Fund. LISC DC is a fund manager of the DC Preservation Fund, a \$50 million

revolving loan fund, managed on behalf of DC Department of Housing and Community

Development (DHCD). To date, LISC has preserved over 1,200 of units of affordable housing

through this fund.

The purpose of the Ward 3 fund will be to: Serve as a vehicle to offer flexible, low-cost capital to promote the production and preservation of affordable housing in Ward 3. Through blending Ward 3 funds with LISC capital, the Fund will add catalytic investment into Ward 3 affordable housing.

The Ward 3 Revolving Loan fund will operate with the following structure.

- 1. Execution of Ward 3 Grant Agreement between Wesley and LISC
 - a. The Grant Agreement will outline stipulations of the funding, including resident affordability requirements and geographic requirements (ensuring projects are located within Ward 3).

2. Receipt of Funds

a. Wesley will wire or transfer the Revolving Loan Fund capital to LISC and LISC will hold in a designated account, only to be drawn for specifically qualified projects. LISC manages a myriad of distinct capital sources across its national footprint.

3. Sourcing Projects

- a. LISC has longstanding partnerships with mission-driven developers throughout the District, including affordable developers within Ward 3. We are currently engaged in 4 projects that are challenged to secure low-cost capital to make the affordable projects sustainable over time.
- b. While we anticipate news of these funds will spread quickly within the affordable development world, we will also share information in local convenings such as through our work with The Coalition and The Housing Association of Nonprofit Developers, through promoting availability of these funds on LISC's website, and preparing and disseminating term sheets.
- c. Given the dearth of affordable development in Ward 3, we are confident this tool will be highly sought.

4. Vetting and Underwriting Projects

- a. Each loan will undergo LISC's rigorous underwriting process to ensure alignment with LISC's mission, feasibility, compliance with the Fund's goals, as well as the long term financial and strategic viability of the project.
- b. Among the main criteria that would be required, as applicable, include securing corporate and personal guarantees, securing a lien on the property, reviewing borrower financial statements, credit reports and Real Estate Owned (REO), analyzing borrower's experience and composition

- of the team, as well as analyzing the timing, financial and logistical hurdles to ensure the project is able to come to fruition.
- c. Each loan will be assessed through LISC's Credit review process and Credit Committee, where the loan will undergo another analysis to ensure project viability. Should the Committee approve the loan, we will begin the closing process.

5. Closing

- a. LISC legal or outside counsel will close the loans, in conjunction with LISC program officer who completed the underwriting and LISC loan closer.
- b. During project closing, counsel will incorporate long term affordability covenants, as tied to use of Ward 3 Revolving Loan Fund. Each project will have a covenant that meets or exceeds the specified affordability guidelines and term of enforcement.

6. Repayment

a. As loans which have incorporated Ward 3 capital are repaid to LISC, LISC will replenish the Ward 3 Revolving Loan Fund with said capital, in order for capital to be revolved into future affordable Ward 3 projects.

7. Annual Report out of Projects

a. On an annual basis, LISC will report out Ward 3 Loan Fund metrics in order to share project successes. LISC will report on Ward 3 Loan Fund capital expended to date, amount remaining, and amount revolved back. The report will list each project financed, including affordability tiers of each property, and the number of homes created or preserved as a result of this financing.

VIII. SATISFACTION OF REQUIREMENT FOR ZONING COMMISSION REVIEW THROUGH A RACIAL EQUITY LENS

Comprehensive Plan

As set forth below, the proposed Campus Plan is not inconsistent with the Comprehensive Plan, as recently adopted by the D.C. Council pursuant to D.C. Law L23-0217 (Comprehensive Plan Amendment Act of 2017) and D.C. Law 24-0020 (Comprehensive Plan Amendment Act of

2020), including the Generalized Policy Map ("GPM") and Future Land Use Map ("FLUM") (D.C. Resolution R24-0292), collectively referred to herein as the "Comp Plan".

Racial Equity Lens

1. Introduction and Purpose of the Report

This comprehensive plan analysis through a racial equity lens evaluates the proposed campus plan for Wesley Theological Seminary ("Wesley") using the D.C. Zoning Commission's Racial Equity Tool and Comprehensive Plan ("Comp Plan") policies. This report examines the campus plan's impact on housing, displacement, access to opportunity, and community engagement, ensuring consistency with the Comp Plan.

1.1. The Zoning Commission and Racial Equity

The Comp Plan directs the Zoning Commission to consider equity as part of its consistency analysis, meaning that equity is assessed through the policies and objectives of the Comp Plan rather than as a separate determination of a zoning action's impact. Equity is a recurring theme throughout the Comp Plan, particularly in relation to zoning decisions that prioritize affordable housing, preventing displacement, and expanding access to opportunities.

The Framework Element of the Comp Plan emphasizes that equity is not the same as equality but is achieved through targeted actions and investments that address residents' specific needs. *See* 10-A DCMR § 213.6. Equitable development is described as a holistic, participatory approach that considers land use, housing, transportation, environmental factors, and access to essential services like education, healthcare, and employment. *See* 10-A DCMR § 213.7. The District applies a racial equity lens by focusing policies and programs on communities of color, addressing systemic barriers, and ensuring inclusive decision-making. *See* 10-A DCMR § 213.9.

The Implementation Element further guides the Zoning Commission in applying this lens by using the Framework Element's equity principles, along with Citywide and Area Elements, to align zoning decisions with district-wide equity objectives. *See* 10-A DCMR § 2501.6.

1.2. Project Summary

Proposed Zoning Action:	The Applicant proposes to update the campus plan for Wesley Theological Seminary, which will include a new dormitory for use by Wesley and American University ("AU") students, faculty and staff.
Current Zone:	RA-1
Proposed Zone:	RA-1
Future Land Use Map ("FLUM") Designation:	Institutional
Generalized Policy Map ("GPM") Designation:	Institutional
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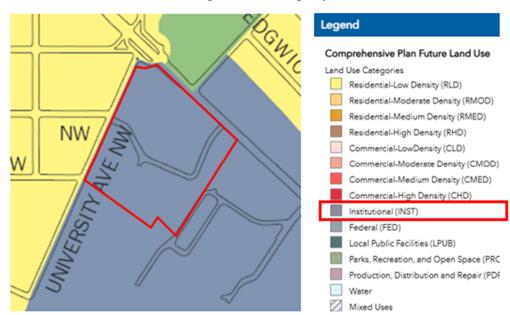
2. Part One: Comprehensive Plan and Racial Equity Analysis

As part of the racial equity analysis, the Applicant is expected to discuss the Citywide and Area Elements of the Comp Plan that explicitly focus on advancing equity. Additionally, where applicable, the analysis should include relevant Small Area Plans and City Center Plans. This discussion should demonstrate how the proposed zoning action aligns with the Zoning Commission's expectations for applying a racial equity lens, as well as the Office of Planning's evaluation of equity considerations.

2.1. Future Land Use Map

The FLUM shows the general character and distribution of recommended and planned uses across the city, and, along with the GPM, is intended to provide generalized guidance on whether

areas are designated for conservation, enhancement, or change. See 10-A DCMR §§ 200.5, 224.4. The land use category descriptions on the FLUM describe the general character of development in each area, citing typical Floor Area Ratios as appropriate. However, the granting of density bonuses may result in densities that exceed those typical ranges stated in the land use category descriptions. See 10-A DCMR § 228.1(c). By definition, the FLUM is to be interpreted broadly and the land use categories identify desired objectives. See 10-A DCMR § 228.1(a). Decisions on requests for rezoning shall be guided by the FLUM read in conjunction with the text of the Comp Plan (Citywide and Area Elements) as well as Small Area Plans pertaining to the area proposed for rezoning. See 10-A DCMR § 2504.5.



As shown below, the FLUM designates the Property as **Institutional**.

FIGURE 1: FUTURE LAND USE MAP

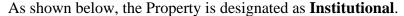
The Framework Element describes this designation as follows:

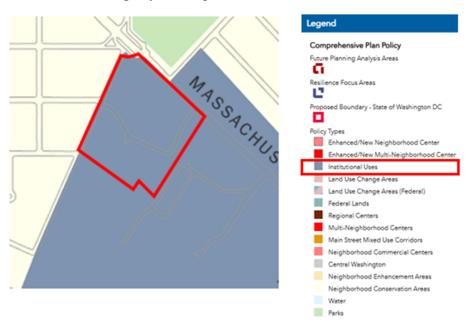
• <u>Institutional</u>: This designation includes land and facilities occupied and used by colleges and universities, large private schools, hospitals, religious organizations, and similar institutions. While included in this category, smaller institutional uses such as churches are generally not mapped, unless they are located on sites that are several acres in size. Zoning designations vary depending on surrounding uses. Institutional uses are also permitted in other land use categories. *See* 10-A DCMR § 227.18

The proposed campus plan is not inconsistent with the Institutional FLUM designation, as Wesley Seminary is indeed an institutional use. It is one of the nation's leading and largest graduate theological schools (most of which are known as "seminaries" or "divinity schools"), consisting of a diverse student body and offering three master's degrees and a Doctor of Ministry, as well as several non-degree programs.

2.2. Generalized Policy Map

The purpose of the GPM is to categorize how different parts of the District may change between 2005 and 2025. It highlights areas where more detailed policies are necessary, both within the Comp Plan and in follow-up plans, to manage this change. *See* 10-A DCMR § 225.1. The GPM is intended to "guide land use decision-making in conjunction with the Comp Plan text, the FLUM, and other Comp Plan maps. Boundaries on the map are to be interpreted in concert with these other sources as well as the context of each location." *See* 10-A DCMR § 225.2.





• <u>Institutional</u>: The Generalized Policy Map also identifies ... major institutional land uses. The fact that these areas are not designated as Conservation, Enhancement, or Land Use Change Areas does not mean they are exempt from the Comp Plan or that their land uses will remain static. Much of the land identified as institutional on the map represents colleges and universities; change and infill can be expected on each campus consistent with campus plans. *See* 10-A DCMR § 225.22.

The campus plan will maintain and enhance the Seminary's religious and educational mission and presence in the neighborhood and District-wide. The existing Seminary is not inconsistent with the Institutional GPM designation, as colleges and universities are permitted, and the designation allows for changes to occur to the Property consistent with a campus plan.

2.3. Citywide Elements

2.3.1. Land Use Element

Comprehensive Plan Analysis

The Land Use Element is the cornerstone of the Comp Plan. It establishes the basic policies guiding the physical form of the City, and provides direction on a range of development, conservation, and land use compatibility issues. The Land Use Element describes the balancing of priorities that must take place in order to accommodate a multiplicity of land uses within the boundaries of the District.

Colleges and Universities in general, and Wesley Seminary in particular, are a significant and vital land use in the District. Institutional Uses occupy almost 2,300 acres - an area larger than all of Washington, DC's retail, office, and hotel uses combined. These uses include colleges and universities, private schools, childcare facilities, places of worship and other religious facilities, hospitals, private and nonprofit organizations, and similar entities. *See* 10-A DCMR § 317.1.

The District is home to about a dozen colleges and universities, enrolling more than 85,000 students. There are also nearly 70 non-local college and university programs that occupy space in Washington, DC. The District contains more than a dozen hospitals, some located on the campuses of its universities and others occupying their own campuses or federal enclaves. Hundreds of nonprofit and private institutions also operate within the District, ranging from private schools and seminaries to historic home museums and the headquarters of leading international organizations. Major Institutional Uses are shown on Map 37. *See* 10-A DCMR § 317.2.

Institutions make an important contribution to the District economy and are an integral part of Washington, DC's landscape and history. The colleges and universities alone employ 29,682 workers. Through partnerships with government and private industry, museums, higher education, and health care institutions provide services and resources to the community that could not possibly be provided by the government alone. *See* 10-A DCMR § 317.4.

The campus plan is consistent with various policies and guidance from the Land Use Element of the Comp Plan, including policies related to: Transportation Impacts of Institutional Uses (LU Policy 3.3.1), Corporate Citizenship (LU Policy 3.3.2), and Non-Profits, Private Schools and Service Organizations (LU Policy 3.3.3).

Wesley Seminary has worked extensively with the community to develop a plan that responds to neighborhood concerns. Notably, the Applicant has reduced the height of the dormitory and provided increased setbacks along the upper stories. The Project will include enhanced landscape buffering along the campus perimeter, clustering the housing interior to the lot and siting the new dorm adjacent to A.U.'s high rise dormitory at the far northest corner of the

campus. Wesley has also committed to preserving heritage and special trees on the property, and constructing a playground for public use along University Avenue.

Educational facilities are encouraged to provide alternative transportation options to mitigate traffic and parking impacts. In this case, they will be mitigated, in part, by the reduction in FAR for the dormitory. Additionally, the Applicant has worked diligently with DDOT to develop additional measures that have been provided in the Comprehensive Transportation Review. See Comprehensive Transportation Review, Exhibits ________.

Racial Equity Analysis

The proposed dormitory advances racial equity by incorporating measures that reduce transportation burdens and environmental impacts, which disproportionately affect communities of color. By lowering the floor area ratio and promoting ridesharing, public transit, and bicycling, the project mitigates traffic and parking issues. These transportation demand management strategies not only alleviate congestion but also improve access to educational and economic opportunities for underserved communities.

In addition, the dormitory serves as a model of corporate citizenship through its commitment to high-quality, sustainable design. Its adaptive features—such as reduced height, increased setbacks, enhanced landscaping, and preservation—help minimize negative impacts on adjacent residential areas. By integrating community input and safeguarding public spaces, the project supports the equitable expansion of institutional uses while preserving neighborhood quality of life.

2.3.2. Transportation Element

Comprehensive Plan Analysis

The Proposed campus plan is consistent with the policies of the Transportation Element of the Comp Plan, including policies related to: Minimizing Off-Street Parking (T Policy 1.1.8), and Charging Infrastructure (T Policy 5.2.2).

The Proposed campus plan promotes various modes of transportation, including bicycle, pedestrian, and shuttle bus. The Project will improve pedestrian pathways and adds long-term and short-term bicycle parking spaces on campus. The underground parking in the New Dormitory will provide 6-8 EV charging stations. The New Dormitory will designate an on-campus ridesharing pick-up and drop-off location and on-campus rental bike and scooter parking area.

Racial Equity Analysis

The proposed dormitory advances racial equity in transportation by aligning with Policy T-1.1.8, which discourages excessive off-street parking to reduce vehicle trips and the associated negative impacts on local communities. By minimizing the provision of parking spaces, the project encourages alternative transportation modes such as ridesharing, public transit, bicycling, and walking. This approach not only helps to lower emissions and traffic congestion—issues that often disproportionately impact communities of color—but also supports healthier, more accessible neighborhoods for all residents, particularly those in underserved areas.

In addition, the dormitory supports Policy T-5.2.2 by integrating electric vehicle (EV) charging infrastructure into its design. Providing EV charging stations, especially at no cost and in publicly accessible locations, promotes the early adoption of cleaner transportation alternatives. This infrastructure benefits not only dormitory residents but also the surrounding community,

ensuring equitable access to emerging green technologies. Together, these measures help reduce environmental burdens and promote sustainable mobility, contributing to a more equitable urban environment that supports the health and well-being of historically marginalized communities.

2.3.3. Housing Element

Comprehensive Plan Analysis

The proposed campus plan is not inconsistent with the policies of the Housing Element of the Comp Plan, which addresses the importance of housing to neighborhood quality in DC and the importance of providing housing opportunities for all segments of the population throughout the District. In particular, colleges and universities should address the housing needs of the students and promote the use of such housing by their students. The Project will provide a new dormitory consisting of approximately 215 units, consistent with the Student Housing policy (H Policy 1.3.5).

Racial Equity Analysis

The proposed dormitory advances racial equity by directly addressing the housing needs of students—a core objective of Policy H-1.3.5. By providing on-campus housing, the dormitory not only meets the essential requirement for colleges and universities to accommodate their students but also creates an environment where students from diverse backgrounds, including historically marginalized communities, can live affordably and safely. This helps to reduce the financial and logistical burdens often associated with securing off-campus housing, which can disproportionately impact students of color, thereby promoting more equitable access to educational opportunities.

¹ How the affordable housing crunch is hitting college students. August 20, 2023, accessed February 25, 2025. https://www.axios.com/2023/08/20/college-affordable-housing-prices

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Furthermore, by ensuring that quality student housing is available and actively promoted, the dormitory supports a more inclusive academic community. When students have reliable, accessible housing, they are better positioned to focus on their studies and fully engage with campus life, contributing to higher retention and success rates.² This stability is particularly crucial for underrepresented groups, who may otherwise face housing instability and the added stress that comes with it. In this way, the dormitory not only fulfills a practical housing need but also plays a vital role in leveling the educational playing field and advancing racial equity across the institution.

2.3.4. Environmental Protection Element

Comprehensive Plan Analysis

The proposed campus plan is not inconsistent with the policies of the Environmental Protection Element of the Comp Plan. In particular, the Project would preserve existing heritage and special trees on Campus and install new landscape, maintaining the Campus' character as a wooded environment, consistent Tree Requirements in New Developments (E Policy 2.1.2). Additionally, the Project would advance Support for Green Building, as both proposed new buildings would meet LEED Gold standards (E Policy 3.2.1).

Racial Equity Analysis

The proposed dormitory advances racial equity by incorporating robust environmental protection measures that align with Policy E-2.1.2 on tree requirements. The design includes enhanced landscape buffering along the campus perimeter and the preservation of heritage and

² Rethinking Student Housing Operations: Fostering Communities Beyond Walls. May 30, 2024, accessed February 25, 2025. <a href="https://campusadv.com/rethinking-student-housing-operations-fostering-communities-beyond-walls/#:~:text=A%20Voice%20for%20All:%20Embracing%20Diversity%20and%20Inclusion&text=By%20imple menting%20unbiased%20policies%2C%20promoting,feels%20a%20sense%20of%20belonging.

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special trees, along with plans for new tree plantings and ongoing maintenance. These measures help create and sustain green spaces that improve air quality, reduce urban heat island effects, and provide recreational and psychological benefits. Since communities of color have historically had less access to quality green spaces and bear a disproportionate share of environmental hazards, these enhancements contribute to environmental justice by ensuring that all residents enjoy the benefits of a healthier, greener urban environment.

In addition, the dormitory supports Policy E-3.2.1 by contributing to the District's goal of carbon neutrality by 2050. Through sustainable design features—such as a reduced floor area ratio, energy-efficient systems, and the promotion of alternative transportation—the project aims to minimize greenhouse gas emissions and offset any residual emissions. These initiatives not only reduce the overall environmental footprint of the development but also help lower the burden of pollution in areas that have historically suffered from higher levels of environmental hazards. By addressing both tree preservation and carbon neutrality, the dormitory fosters a more equitable distribution of environmental benefits, advancing racial equity by promoting a cleaner, healthier, and more sustainable community for all residents.

2.3.5. Educational Facilities Element

Comprehensive Plan Analysis

The campus plan is consistent with various policies and guidance from the Educational Facilities Element of the Comp Plan, including policies related to: Corporate Citizenship (EDU Policy 3.2.2), Workforce Development (EDU Policy 3.2.3), Universities as Community Partners (EDU Policy 3.2.3), University Research Partnerships (EDU Policy 3.2.5), Balancing University Growth and Neighborhood Needs (EDU Policy 3.3.2), Universities as Large Landowners and Campus Plan Requirements (EDU Policy 3.3.3), and Student Housing (EDU Policy 3.3.4).

The proposed campus plan advances several of these policies by allowing it to operate as an open campus for the enjoyment of both students and neighbors. Additionally, it will expand its access by providing a neighborhood playground for public use, fulfilling an important priority for the neighborhood. Wesley Seminary sponsors an internship program that places students at non-profit and community organizations throughout the District, and students provide assistance to the mission of several churches in the area.

The campus plan will advance goals related to housing as well, relieving rental pressures on the neighborhood's private housing stock by developing a dormitory on the Campus.

Racial Equity Analysis

The proposed dormitory advances racial equity in educational facilities by embodying high-quality design and sustainable building practices in line with Policy EDU-3.2.2 on Corporate Citizenship. By incorporating elements of green building methods and low-impact development, the dormitory not only enhances campus aesthetics and functionality but also sets a standard for responsible institutional behavior. Such high-quality architecture can serve as a model for community development, helping to revitalize surrounding neighborhoods that have historically experienced underinvestment and environmental degradation. This commitment to excellence benefits communities of color by fostering an environment that values both historical context and modern sustainability.

In addition, the dormitory supports workforce development (Policy EDU-3.2.3) and university research partnerships (Policy EDU-3.2.5) by creating a stable, on-campus housing option that promotes academic engagement and community collaboration. By ensuring that students have safe, affordable, and accessible housing, the project helps bridge gaps in skills

training and career development—issues that disproportionately impact historically marginalized groups. Moreover, the presence of comprehensive on-campus housing facilitates partnerships between students, faculty, and local communities, fostering research initiatives that address community-driven challenges and create more inclusive economic opportunities.

Furthermore, the dormitory advances policies aimed at balancing university growth with neighborhood needs (Policy EDU-3.3.2) and managing the impact of large institutional landownership (Policy EDU-3.3.3). By providing on-campus student housing, the project alleviates pressure on adjacent affordable housing markets, thereby reducing the risk of displacement in residential communities. This approach not only helps preserve neighborhood quality and character but also ensures that institutional expansion does not come at the expense of local residents. In doing so, the dormitory directly supports Policy EDU-3.3.4, reinforcing the role of on-campus housing in protecting local affordable housing stocks and advancing racial equity by fostering a more balanced, inclusive urban development strategy.

2.3.6. Rock Creek Park West Area Element

Comprehensive Plan Analysis

The campus plan is consistent with various policies and guidance from the Rock Creek West Area Element of the Comp Plan, including policies related to: Economic Development (RCW Policy 1.1.2), Managing Institutional Uses (RCW Policy 1.1.8), Conserving Common Open Spaces (RCW Policy 1.1.9), and Managing Transportation Demand (RCW Policy 1.1.11).

The proposed campus plan will be consistent with the Comp Plan, having a height and building design that is compatible with adjacent buildings on AU's Campus, and additional landscaping and maintenance of the perimeter buffer and large trees will reduce its visual impact

overall. The demolition of the Old President's House will create a larger Green Open Space, providing an additional buffer between buildings and the street.

The Applicant has worked extensively with the community to ensure that the impact of the dormitory is mitigated to the extent possible and has agreed to: 1) not increasing enrollment on the campus; 2) provide fewer parking spaces in proportion to the number of beds in the dormitory; 3) prohibit residential parking permits for those living or working on the Campus; 4) restrict delivery movements; 5) and redirect vehicular traffic to an access point on Massachusetts Avenue.

For the reasons noted above, and discussed in detail in Exhibit E, the campus plan satisfies the first prong of the three-part campus plan evaluation standard as being not inconsistent with the Comp Plan and related public policies as a whole.

Racial Equity Analysis

The proposed dormitory advances racial equity within Rock Creek West by fostering public-private partnerships and community amenities that support economic development (Policy RCW-1.1.2). By integrating features that enhance public space and mixed-use development, the project not only contributes to a vibrant local economy but also ensures that diverse communities—including historically marginalized groups—benefit from increased access to quality public amenities. Such measures help bridge the gap between institutional growth and community needs, creating an inclusive urban environment where economic opportunities are shared equitably.

In terms of managing institutional land uses (Policy RCW-1.1.8), the dormitory is designed to harmonize with its surroundings by minimizing adverse impacts on neighboring properties. Its thoughtful design, which includes reduced building height, increased setbacks, and strategic

landscaping, respects the existing physical character of the community and safeguards against potential displacement or disruption. The project also conserves common open spaces (Policy RCW-1.1.9) by preserving green areas and incorporating public recreational spaces, which is vital for community well-being.

Additionally, the dormitory addresses transportation demand management (Policy RCW-1.1.11) by promoting multimodal transportation options, such as improved access to public transit, ridesharing, and biking facilities. This approach helps reduce the volume of vehicle trips and traffic congestion, mitigating environmental impacts like air pollution that disproportionately affect communities of color. Together, these strategies create a development model that not only meets institutional needs but also advances racial equity by ensuring that the benefits of growth are equitably distributed throughout the community.

3. PART TWO: Community Outreach And Engagement

The Zoning Commission expects racial equity analysis submissions that analyze a zoning action through a racial equity lens to include a detailed discussion from the Applicant on community outreach and engagement efforts.

3.1. Impacted Community(ies)

Wesley is located generally within the Spring Valley neighborhood in the Rock Creek West Planning Area and is generally bounded by Nebraska Avenue and Loughboro Road to the south, Dalecarlia Parkway to the west, and Massachusetts Avenue to its northeast, and is a predominantly single-family neighborhood in a high-opportunity, attractive neighborhood. *See* 10-A § DCMR 2300.2. The Spring Valley neighborhood benefits from its proximity to major institutions. Wesley

and American University not only lend an academic and cultural vibrancy to the area, but they also help foster a community that values education, dialogue, and civic participation.

The sense of community in Rock Creek West is reinforced by a particularly active network of neighborhood associations, Advisory Neighborhood Commissions (ANCs), and involved residents. Well-organized citizens associations serve many of the area's neighborhoods, including Spring Valley. *See* 10-A DCMR § 2300.12.

Rock Creek West has consistently experienced strong housing demand, even during periods of population decline in Washington, DC, due to factors such as low crime rates, neighborhood amenities, Metro access, high-performing schools, and active community organizations. *See* 10-A DCMR § 2300.8. However, these same factors have contributed to a significant affordable housing challenge, with 2016 median home prices exceeding \$975,000 and a continued unmet need for affordable and moderate-income units. *See* 10-A DCMR § 2300.9. Expanding housing options, particularly near Metro stations where zoning allows, is a priority to address this gap. As an Area of High Economic Opportunity, Rock Creek West plays a critical role in both preserving existing affordable housing and fostering new mixed-income developments to support Washington, DC's fair housing goals. *See* 10-A DCMR § 2300.10.

Compared to other areas of the District, Rock Creek West is less racially diverse and has an older population. Approximately 80.6 percent of the area's residents are white, which is significantly higher than the District-wide total of 40.7 percent. Only 6.9 percent of the area's residents are Black, and only 11.2 percent are of Hispanic/Latino origin. The area has a higher percentage of Asian residents than the District as a whole (6.4 percent compared to 3.8 percent). Nearly 19 percent of the residents are foreign born, which is substantially higher than the

Districtwide total of 14 percent. The area also has a lower percentage of children and a higher percentage of older adults relative to the District as a whole. While 17 percent of the residents are under 18, this was an increase from 12.8 percent in 2000, compared to a District-wide total of 17.5 percent, which has decreased. About 17.2 percent are over 65, compared to 11.9 percent District-wide. The percentage of older adults has increased since 2000, when it was 15.1 percent. *See* 10-A DCMR § 2303.2.

Some of the social characteristics that define the Spring Valley neighborhood include:

- <u>Academic and Institutional Presence</u>: The neighborhood is home to AU and Wesley, which contribute to an intellectual and academic atmosphere.
- <u>Historical Racial and Economic Segregation</u>: Historically, Spring Valley was one of several DC neighborhoods that enforced racially restrictive covenants, preventing Black families from owning homes in the area. Although legally abolished, the lasting effects of this segregation continue to shape the neighborhood's racial and economic demographics.
- <u>Limited Racial and Economic Diversity</u>: Compared to other parts of the District, Spring Valley has lower racial diversity and a smaller percentage of lower-income residents. This homogeneity is reflected in school demographics, business types, and community events.
- Access to Green Space and Amenities: The neighborhood is known for its tree-lined streets, proximity to Rock Creek Park, and access to high-end retail and dining, which contribute to a high quality of life for its residents. These amenities make it a desirable but often financially inaccessible area for many Washingtonians.

3.2. Analysis of Past and Present Racial Discrimination / Harm

Historically, discriminatory land use and financing tools have been used for the exclusion of Black residents from Rock Creek West. The Federal Housing Administration Map of 1937 graded areas of the District for loan approvals using race as a criterion, with many of the highest graded categories concentrated in Rock Creek West. Additionally, the Planning Area has a history of displacement of Black communities, such as in Reno City and the George Pointer settlement.

Today, Rock Creek West remains the Planning Area with the highest share of white residents in the District. *See* Rock Creek West Roadmap, 2021.³

Racially restrictive covenants, which barred the conveyance of property to African Americans, were used by real estate developers and White citizens associations to create and maintain racial barriers. Rock Creek Park was conceived, in part, as a barrier to Black settlement to the west, and many of the neighborhoods in that section of the City were subsequently developed to be economically exclusive via covenants and zoning that favored more expensive, detached housing. *See* Mapping Segregation in DC.⁴

Upheld by the courts, covenants assigned value to housing and to entire neighborhoods based on the race of their occupants and made residential segregation the norm. Federal policy and local zoning codes served to institutionalize segregation and the displacement of Black residents. Enforceable by the courts until 1948, covenants normalized residential segregation. Their use to assign value to housing based on the race of its occupants was reinforced by the concentration of government and private investment in areas where only white residents were allowed to live. Zoning Regulations upheld the same characteristics that made these areas exclusive, for example by requiring single-family housing rather than apartments. *See* Mapping Segregation in DC.

In 1940, racial covenants served to confine the vast majority of DC's expanding Black population to older housing near the city center, near waterfront employment along the Potomac and Anacostia rivers, and to the remote sections of far Northeast and Southeast DC. In fact, the

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https://housing.dc.gov/sites/default/files/dc/sites/housingdc/publication/attachments/RCW%20Roadmap 12.16.21.p df, accessed February 26, 2025

⁴ https://mappingsegregationdc.org/index.html#mapping, accessed February 26, 2025

neighborhood of Spring Valley was encumbered by racial covenants and had an all-white population until at least 1960, when more areas of the District opened up to Black families as a result of white flight. *See* Mapping Segregation in DC. The Rock Creek West Planning Area continues to be majority White, making up 77.2% of the area's population. *See* OP Demographic Data Hub.⁵

In reckoning with the inequity that has persisted west of Rock Creek Park, the District released the Rock Creek West Roadmap in 2021, which outlines how the District can achieve ambitious housing goals in Rock Creek West through leveraging housing tools, making targeted investments, and developing neighborhood plans. *See* Rock Creek West Roadmap, 2021. In 2022, OP provided an update toward this end:

- February 2022 The District selected the Lisner Home for financing to provide affordable senior units near the Friendship Heights Metro station. This was the first time the Housing Production Trust Fund subsidy was used in Rock Creek West.
- March 2022 The District launched a new program, Tax Abatements for Affordable Housing in High-Needs Areas (HANTA), that provides tax incentives to developers who set aside at least 1/3 of new housing units in their projects for households who earn, on average, 80% of the Median Family Income.
- 1. April 2022 City Ridge, a large Inclusionary Zoning (IZ) project began to deliver affordable units.
- 2. May 2022 The property owners of 3427 Wisconsin Avenue applied for a zoning map amendment that will trigger IZ+ requirements, increasing the proportion of dedicated affordable units on the site up to 20%.
- 3. June 2022 The final Chevy Chase Small Area Plan was transmitted to City Council for approval, providing guidance on new housing and affordable housing opportunities on Connecticut Avenue. The new zones that implement the recommendations of the Small Area Plan have been approved by the Zoning Commission.

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⁵ https://opdatahub.dc.gov/pages/district-of-columbia-profiles, accessed February 26, 2025

4. July 2022 - Planning studies on Wisconsin Avenue and Connecticut Avenue launched to support the development of additional market rate and affordable housing on these high opportunity corridors. These studies have been completed and OP is currently working towards implementing the recommendations from those studies.

Additionally, the United Methodist Church, affiliated with Wesley Seminary, has endeavored to right the wrongs of its history, which includes a checkered past with slavery and segregation. In 1968, the Church formally ended segregation in its churches, and several African Americans were appointed to leadership positions. Decades later, in 2000, the General Conference delegates participated in a service of repentance for racism within the denomination, and African American United Methodists spoke at the inauguration of President Barack Obama in 2009. See United Methodist Church.⁶

Wesley Seminary's policy on diversity states that "Wesley affirms its identity as a community that intentionally seeks to include persons of both sexes and various national and ethnic backgrounds, ages, and special conditions as Board members, administrators, faculty, staff, and students." The demographics of the student body confirm this, with a nearly even distribution of black and white students. See Wesley Theological Seminary.⁷

The diversity of the Seminary's faculty, student body, and the ministry of its alumni and current students demonstrate the wellspring of inclusion and diversity of gender, race and class in the District, including in Spring Valley. More far reaching, Wesley Seminary's mission is to create leaders who will live, preach, and teach the value and equality of every individual in the District of Columbia, regionally, nationally and internationally that reaches far beyond the United

⁶ https://www.umc.org/en/who-we-are/history, accessed February 26, 2025

⁷ https://www.wesleyseminary.edu/aboutus/, accessed February 26, 2025

Methodist Church. Both Wesley Seminary and AU are well-known within The United Methodist Church as strong advocates for full LGBTQ inclusion.

3.3. Summary of Community Outreach Efforts

For Wesley, its role in the community and relationship with its neighbors is very important and a natural extension of its ministry. Beginning with its inaugural campus plan in 2005 and over the last twenty years, this community engagement has continued through the established Community Liaison Committee ("CLC"), Advisory Neighborhood Commissions 3D and 3E, other established neighborhood organizations, including the Spring Valley-Wesley Heights Citizens Association, Spring Valley Neighborhood Association and other interested parties and individuals. This process has been candid and productive at every stage of Wesley Seminary's evolving campus plans and will be extended throughout the application.

Outreach to the community for this proposed plan began in 2019. Although this process was slowed by an unforeseen change in development partners and the COVID-19 emergency, these meetings were fully renewed in 2021 and continues to be extensive, including forty-five meetings (CLC-19; ANC 3D-22; ANC 3E-4).

Date	Meetings / Presentations
July 30, 2019	CLC Meeting
April 1, 2020	CLC Meeting
December 1, 2020	Meeting with Troy Kravitz, ANC 3D02,
	Elizabeth Pemmerl, ANC 3D03-Elect
January 14, 2021	CLC Meeting
February 3, 2021	ANC 3D Meeting
February 18, 2021	CLC Meeting
September 9, 2021	CLC Meeting
October 21, 2020	CLC Meeting
November 3, 2021	ANC 3D Meeting
December 8, 2021	ANC 3D Meeting
February 16, 2021	CLC Meeting

March 2, 2022	ANC 3D Meeting
March 9, 2022	CLC Meeting
March 30, 2022	CLC Meeting
April 6, 2022	ANC 3D Meeting
April 21, 2022	ANC 3E Meeting
May 9, 2022	CLC Meeting
May 12, 2022	CLC Meeting – Transportation Focused
May 12, 2022	CLC Meeting
May 24, 2022	CLC Meeting
June 1, 2022	ANC 3D Meeting
September 7, 2022	ANC 3D Meeting
November 2, 2022	ANC 3D Meeting
January 31, 2023	PUD 101 Introduction by OAG, ANC 3D
February 8, 2023	CLC Meeting
March 22, 2023	CLC Meeting
April 4, 2023	ANC 3D Meeting
May 3, 2023	ANC 3D Meeting
May 15, 2023	CLC Meeting
July 5, 2023	ANC 3D Meeting
July 25, 2023	ANC 3E Meeting
August 8, 2023	CLC Meeting
August 14, 2023	ANC 3D Meeting
September 6, 2023	ANC 3D Meeting
February 7, 2024	ANC 3D Meeting
March 4, 2024	CLC Meeting
March 6, 2024	ANC 3D Meeting
April 3, 2024	ANC 3D Meeting
April 11, 2024	ANC 3E Meeting
May 1, 2024	ANC 3D Meeting
July 10, 2024	ANC 3D Meeting
September 23, 2024	ANC 3E Meeting
January 8, 2025	ANC 3D Meeting
February 20, 2025	CLC Meeting
April 2, 2025	ANC 3D Meeting
May 7, 2025	ANC 3D (scheduled)
May 8, 2025	ANC 3E (scheduled)

Feedback from the community has resulted in changes to the dormitory's design, including a reduction in height, gross floor area, and parking spaces, additional landscaping, pedestrian improvements, and the inclusion of a community playground. Additionally, the Applicant continues to discuss the provision of supporting affordable housing within Ward 3 with the ANCs.

3.4. Community Priorities and Impact on the Zoning Action

The planning and development policies for the Rock Creek West Area Element derive from three large Comp Plan workshops that took place in Rock Creek West during 2005 and 2006. These meetings provided a chance for residents and local businesses to discuss both Districtwide and neighborhood planning issues. 10A DCMR §§ 2307.1, 2307.2. Although these workshops occurred prior to the latest Comp Plan amendment cycle, it provides insight into the current challenges facing the Planning Area based on the following key messages delivered by the community:

- While there is support for development on underutilized sites along the major corridors, issues of height, scale, character, and density remain a source of concern, as well as a source of debate within the community. The only acceptable growth rate is one that matches infrastructure capacity.
- Neighborhoods seek assurances that existing buffers will be maintained for multistory apartment buildings that abut single-family homes along rear lot lines, and that additional buffers, setbacks, and a stepping down in building heights will be provided, if and when, infill development occurs along the corridors.
- There is broad support for requirements to include affordable or moderate income housing units within new market-rate projects, but the prospect of density bonuses and other zoning flexibility in exchange for these units continues to raise objections.
- A wider variety of retail choices is needed in some parts of the Planning Area. The community continues to favor neighborhood-serving retail rather than office space along the corridors, both to meet community needs and to avoid uses that would generate commuter traffic.
- There is support for development that emphasizes walkability over autoorientation, provided that height, scale, parking, infrastructure capacity, and other issues can be reconciled.
- More integrated solutions to traffic control, including bus improvements, bicycle improvements, transportation demand management programs for new development, and more efficient use of existing roadways (such as synchronized traffic signals), are needed.

- Additional parking management measures are needed.
- The community's public facilities are experiencing the strains of age and increased demand.
- The character of new development is an issue, particularly as more smaller homes are expanded or torn down and replaced with larger homes.
- The preservation of the natural environment and improvement of environmental health remain top priorities.
- Aesthetic improvements are needed along some of the area's roadways to become the gracious gateways to the nation's capital they were intended to be.
- There is support in the community for scattering small-scale shelters for persons experiencing homelessness (especially in places of worship), providing social service facilities on the commercial corridors, and accepting small community residence facilities within single-family neighborhoods.
- Pursuant to the District's zoning regulations, the compatibility of institutional uses, including private schools, nonprofits, large nursing homes, colleges, hospitals, and religious establishments, should be maintained, their expansion carefully controlled, and conversion to other non-conforming uses avoided. Solutions to traffic, parking, and other issues should continue to be developed so that the quality of life in surrounding neighborhoods is not diminished.

10A DCMR § 2307.4

During its review of the campus plan (Zoning Commission Case No. 22-13), ANC 3D offered its support of the plan subject to conditions that were intended to mitigate the impacts of the new dormitory. In its letter of support dated September 7, 2022, the ANC stated that the Seminary had agreed to incorporate several additional elements into their Plan as requested by the ANC. *See* Exhibit 54 in ZC Case No. 22-13. Specifically, the Seminary agreed to the following:

- "Evaluate options for reducing the design, size, massing and number of beds in the New Dormitory to further mitigate any potential objectionable conditions." (*See* Condition 16.)
- "Further limit the use of University Avenue for exiting vehicles. In consultation with DDOT, the Seminary will request that use of the University Avenue driveway

be closed for exiting vehicles 24/7 and that only limited service, delivery and emergency vehicles 2 can enter and exit the Campus from University Avenue." (*See* Conditions 26 & 27. It appears that these two conditions could be combined for the sake of clarity.)

• "In conjunction with the expanded limits on the use of University Avenue, the Seminary will encourage DDOT to allow left turns by vehicles leaving the Campus at Massachusetts Avenue during agreed time periods with appropriate signage." (See Condition 25.)

ANC 3D also included that there is "[g]eneral agreement that neighborhoods are better off when students live on a campus rather than in the neighborhood. Our ANC has several academic institutions within or close to its borders including American, Georgetown, and George Washington (Mount Vernon campus), so we can therefore speak from experience. The approval by the Zoning Commission of this new dormitory would, in our view, provide a significant benefit to the larger ANC 3D and ANC 3E community in this regard, by helping Wesley Seminary thrive in place and providing needed housing for students." *See* Exhibit 54 in ZC Case No. 22-13. At the urging of the community, the top levels of the building facing University Avenue have been further setback 27.5 - 32.5 feet from the University Avenue face of the building by eliminating four units with twenty beds. Additionally, the layout of the top-level units has been rotated ninety-degrees so that windowless walls now face University Avenue. More recently, the top level of the proposed dormitory has been eliminated.

4. PART THREE: Disaggregated Data Regarding Race and Ethnicity

The Zoning Commission expects disaggregated race and ethnicity data from the Office of Planning in every racial equity analysis submission that analyzes a zoning action through a racial equity lens. The Applicant will provide any additional information as requested by the Zoning Commission.

5. PART FOUR: Zoning Commission Evaluation

5.1. Direct Displacement

The proposed dormitory will advance racial equity by ensuring no physical displacement of students. The project involves replacing two existing dormitories, which currently provide 90-100 student beds, with a new dormitory that will offer approximately 659 student beds. This expansion of student housing capacity will not only accommodate more students but also preserve access to stable housing for current residents, preventing displacement and fostering a more equitable environment for all students, regardless of their racial or socioeconomic backgrounds.

5.2. Indirect Displacement

Indirect displacement is not anticipated with the proposed dormitory project. The development is designed to increase housing capacity without negatively impacting the surrounding community or existing residents. By providing more student beds, the project helps meet the demand for on-campus housing, which can reduce the pressure on nearby rental markets and prevent displacement of local residents. As such, the proposed dormitory will contribute to a more stable and equitable housing environment without causing adverse effects on neighboring areas.

5.3. Housing

The proposed dormitory aligns with the Comp Plan's goals to increase housing in high-priority areas by providing more lower-cost housing options for District residents. When students occupy the dormitory rooms on campus, it will free up housing in the surrounding neighborhoods, potentially lowering rental pressures and improving affordability for local residents. Additionally, the project includes the replacement of 43 family-sized housing units, ensuring that housing options remain available for families in the area. While inclusionary zoning units are not part of

this specific development, they will be supported in other projects within Ward 3, further supporting the city's efforts to promote equitable housing access. This development supports both the immediate and long-term housing needs of the District, consistent with the broader goals of the Comp Plan.

5.4. Physical

The proposed dormitory will bring significant physical improvements to the environment, enhancing both the campus and surrounding areas. Public space improvements will include landscaping along University Avenue and streetscape enhancements to create a more pedestrianfriendly environment. Infrastructure upgrades will feature a green roof, advanced stormwater management systems, and the installation of bioretention facilities, contributing to environmental The dormitory is designed to achieve LEED Mid-Rise Residential Gold sustainability. certification, ensuring it meets high standards for energy efficiency and environmental performance. Additionally, the building will utilize environmentally-preferred materials, and the continued review for solar panel installation underscores its commitment to renewable energy. Tree preservation and increased permeable surfaces will further enhance the campus's ecological footprint. The project also provides 205,000 square feet (4.7 acres) of open green space on the Spring Valley Campus, offering ample areas for recreation and relaxation. A neighborhood playground will replace the Old President's House, and open spaces will be provided along University Avenue and Massachusetts Avenue. The influx of students will invigorate campus life, while shared student spaces within the dormitory will foster community and collaboration, contributing to a vibrant, sustainable campus environment.

5.5. Access to Opportunity

The proposed dormitory will significantly enhance access to opportunities for students and the broader community. Located within half a mile of the Tenleytown-AU Metro station and other public transit options, it will provide convenient access to District-wide jobs, restaurants, services, and entertainment. The project will help maintain and increase employment on campus, continuing to train students for careers in religious and social service sectors within the District. Additionally, the dormitory's proximity to retail, services, and amenities along the Wisconsin Avenue corridor will further support students' daily needs and the local economy. The development will also offer access to a new neighborhood playground to be installed on campus, as well as nearby nature areas and reserves, including Rock Creek Park, Battery Kemble Park, and Spring Valley Park, providing ample opportunities for recreation and outdoor activities. Furthermore, the dormitory's close proximity to the Friendship Recreation Center will enhance access to additional community resources. Together, these features will create a vibrant, accessible environment that fosters both personal and professional growth for students and the surrounding community.

5.6. Community

The proposed dormitory reflects a strong commitment to advancing community priorities through extensive engagement and responsiveness to community feedback. Between July 30, 2019, and April 12, 2025, a total of 19 Community Liaison Meetings and 26 ANC Meetings were held, providing ongoing opportunities for local residents to voice their concerns and suggestions. As a result of this community input, several significant adjustments were made to the project, including a reduction in the number of student beds and the building's height, as well as the rotation of the top floor to ensure that windowless units face the street. Additionally, the upper floors were

redesigned with increased setbacks to improve the overall aesthetic and lessen the visual impact on the surrounding neighborhood. These changes demonstrate the project's alignment with community priorities, ensuring that the development is both responsive to local needs and integrated into the broader fabric of the neighborhood.

6. Conclusion

The Wesley campus plan represents a well-considered and equitable approach to institutional growth, aligning with the Comp Plan and the Zoning Commission's Racial Equity Tool. Through extensive community engagement, thoughtful planning, and sustainable design, the campus plan advances racial equity while addressing key priorities related to housing, displacement, access to opportunities, environmental sustainability, and community integration.

The plan's increase in student housing capacity, from 90 to approximately 659 beds, ensures that the seminary can accommodate more students without displacing residents or contributing to rising housing costs in surrounding neighborhoods. Additionally, by providing oncampus housing, the project helps to alleviate pressure on local rental markets, supporting the city's broader goal of housing affordability.

Through green infrastructure investments, including a LEED Gold-certified building, bioretention facilities, permeable surfaces, and tree preservation, the project demonstrates a commitment to environmental stewardship. Public space enhancements, such as streetscape improvements and a new neighborhood playground, further reinforce the project's positive impact on the community.

The project's proximity to transit and employment centers ensures that students will have greater access to jobs, services, and amenities, contributing to a more connected and inclusive

urban environment. Additionally, Wesley Seminary's role in training students for religious and social service careers strengthens the District's workforce, particularly in sectors that support underserved communities.

Importantly, the comprehensive community engagement process, which included 19 Community Liaison Meetings and 26 ANC Meetings, has led to significant design modifications that reflect neighborhood input. Adjustments such as reducing building height, increasing setbacks, and reorienting top-floor units demonstrate the seminary's responsiveness to community concerns and its commitment to thoughtful development.

Overall, Wesley's campus plan effectively balances institutional needs with community priorities, environmental sustainability, and racial equity considerations. By expanding student housing, improving public spaces, and fostering inclusivity, the project serves as a model for equitable development, ensuring that growth is both responsible and beneficial to the broader community.

IX. HEARING PRESENTATION AND WITNESSES

A. Applicant's Presentation:

Estimated Time Required for Presentation of the Applicant's Case (11-Z DCMR §401.l(g)). The Applicant estimates it will require one (1) hour to present its case.

B. Witnesses:

- 1. Rev. David McAllister-Wilson, President, Wesley Theological Seminary
- 2. Rev. Dr. W. Antoni Sinkfield Assoc. Dean of Community Life and Campus Operations

- 3. Eric Leath, Director Development, Landmark Properties
- Ramon Jacobson, Executive Director
 Bryan Franklin, Deputy Director, Wesley MTS '21
 Melanie Stern, Senior Lending Program Officer
 Local Initiatives Support Corporation, DC
- 5. Patrick McAnaney, Development Director, DC
- C. Expert Witnesses:
- Brandice Elliott, AICP
 Director of Planning Services
 Holland & Knight, LLP
 Scope of Testimony: Permitted Uses under Campus Plan, Comprehensive Plan, Racial Equity
- 7. Jack Owen Boarman, AIA, NCARB, CID
 Partner-in-Charge, BKV Group, Architects
 Scope of Testimony: Proposed Design of New Dormitory
- 8. Stephen Karcha, Certified CM, LEED AP, GRP
 Vice President of Project and Construction Management
 Scope of Testimony: Existing and
 Proposed Campus Development, Playground, Construction Management
- William Zeid, PE
 Senior Associate and Project Manager
 Gorove Slave Transportation Planners and Engineers
 Scope of Testimony: Transportation Evaluation and Planning, TDM, Future
 Monitoring.

For each of the proposed expert witnesses a current resume or CV has been previously filed in this case. (Z.C. Exhibit 16J). Each of these witnesses have previously been accepted as an expert witness in their respective disciplines by the Zoning Commission and/or Board of Zoning Adjustment.

X. APPLICANT'S DRAFT CONDITIONS

The Seminary developed the following draft proposed Conditions to be imposed in conjunction with the new Campus Plan application. The proposed conditions were the subject of ongoing review by the Office of Planning and DDOT and continuing community engagement with ANC 3D and 3E, the Community Liaison Committee, and other interested parties.

In consideration of the record and the Findings of Fact and Conclusions of Law herein, the Zoning Commission concludes that the Applicant has satisfied its burden of proof and therefore **APPROVES** the campus plan application, subject to the following guidelines, conditions, and standards:

- 1. Approval of the Campus Plan shall be valid for ten (10) years beginning with the effective date of this Order.
- 2. The Campus boundaries shall include Lots 6 (818 and 819), 7, 8 and 9 in Square 1600 with a land area of 381,878 square feet (8.77 acres).

Enrollment and Employee Population:

- 3. Wesley student enrollment headcount during the life of the Campus Plan shall be subject to the following Academic Year (September through August) limit of 1,000 full and part-time degree and non-degree students attending classes on campus, including Master of Divinity (M.Div.), Master of Theological Studies (M.T.S.), Master of Arts (M.A.), Doctor of Ministry ((D.Min.) degree students attending two-week sessions on campus during off-semester periods, and for Course of Study non-degree students attending weekend (Friday Night-Saturday) or two-week summer on campus programs. All students in degree and non-degree programs that participate entirely off-campus or by remote or virtual classes are not subject to this enrollment cap.
- 4. The number of Seminary employees (headcount) over the life of the Campus Plan shall not exceed 100 employees (including all full and part-time), excluding non-Wesley employees managing and operating the New Dormitory. Not more than 12 employees (full and part-time) will be employed to manage and operate the New Dormitory, but excluding any student resident assistants/community ambassadors living in the student residential building.

Campus Development:

5. The total build out of the campus facilities (including existing buildings) shall not exceed 387,040 square feet of gross floor area or 1.014 FAR during the term of the Campus Plan. Based on the 1.8 FAR permitted for university campuses located in the RA-1 zone pursuant

- to Subtitle X, Section 101.5, unused gross floor area of approximately 300,740 square feet shall remain undeveloped.
- 6. Vehicular parking spaces on the campus including below grade and surface spaces shall not exceed 295 spaces. Approximately 264 spaces will be located below grade in the New Dormitory and 31 surface parking spaces will be located elsewhere on the campus in accordance with Exhibit _____.
- 7. The Applicant shall provide a maximum of 735 total beds on the campus to include not more than 659 beds in the New Dormitory and 76 student beds in the existing 2014 Dorm.
- 8. The Applicant will implement a campus-wide security and monitoring system in accordance with Exhibit ____. The Seminary will also designate and publicize a Community Point of Contact (telephone hotline and electronic mail) to be available 24/7 to respond to security, illegal parking, and other potential adverse impacts on neighboring properties.

The New Dormitory:

- 9. The New Dormitory will house only enrolled Wesley and American University students, Wesley and AU faculty and staff (and their immediate families if any), resident management personnel and student resident assistants/ambassadors. "Immediate families" include spouses or domestic partners, and dependent children under the age of 18 living in the same unit as the enrolled Wesley and American University students, faculty or staff.
- 10. The New Dormitory will have a maximum height of 74 feet, 8 inches. It will have a maximum total gross floor area of 282,061 square feet. Two levels of underground parking (approximately 264 spaces) and internal loading and trash facilities will be provided. Use of the underground parking spaces shall be restricted to Wesley faculty and staff and residents and staff of the New Dormitory. A portion of the underground parking will be utilized for Wesley maintenance facilities and storage.
- 11. **For the life of the Project**, the New Dormitory will include an access security system and security cameras will be installed on the campus as generally shown in Exhibit ____.
- 12. Resident leases for the New Dormitory will include a code of conduct and resident management staff and student resident assistants /ambassadors will monitor compliance. Leases will also include a parking addendum which prohibits residents from parking offsite on restricted residential streets and applying for a Residential Parking Permit. Enforcement will include a system of warnings and lease nonrenewal or expulsion in accordance with D.C. laws.
- 13. The New Dormitory will include approximately 216 units configured in studio, one, two, three, four and five bedroom units with not more than 659 beds. Each unit will contain a kitchenette and larger units will be designed as co-living units with separately leased bedrooms and common kitchen and living areas.

- 14. AU students, faculty and staff residing in the New Dormitory will have access to all Seminary facilities, including the library and dining facilities.
- 15. The Applicant shall provide the environmental and sustainable benefits for the Campus in accordance with this condition:
 - A. The Applicant shall submit with its building permit application for the New Dormitory a checklist evidencing that the New Dormitory has been designed to achieve the equivalent of LEED Gold under LEED v.4 for Homes and Multifamily Midrise.
 - B. Prior to the issuance of the final residential Certificate of Occupancy for the New Dormitory, the Applicant shall demonstrate to the Zoning Administrator that it has incorporated the following into the design of the Project:
 - 1. Green roofs;
 - 2. Stormwater management;
 - 3. Limited rooftop mechanical equipment; and
 - 4. Dark Sky compliance.

Green Open Space, Landscaping and Playground:

- 16. The Applicant will maintain and <u>prior to the final residential Certificate of Occupancy</u> <u>for the New Dormitory</u> install the new Campus Plan landscaping in the existing Green Open Space Buffer Zone on University Avenue and Massachusetts Avenue in substantial accordance with Exhibit _____. Designated green open space of approximately 205,000 square feet of land area is to be preserved and not available for future development.
- Prior to the issuance of the final residential Certificate of Occupancy for the New Dormitory, the Applicant will build a small community playground to be set back from University Avenue as shown in Exhibit ____. The playground will measure approximately 40 feet by 95 feet and have an area of approximately 3,800 square feet with a natural double shredded hardwood mulch safety surface surrounded by a 48 inch tall vinyl-coated chain link perimeter fence. It will include benches and play equipment suitable for toddlers and young children. The playground will have a public point of entry adjacent to University Avenue, N.W. by means of an accessible sidewalk. It will be fenced and open to the public only during daylight hours. The final design of the playground will be substantially in accordance with Exhibit ___.
- 18. The Applicant will implement the Landscape Plan in substantial accordance with Exhibit _____.
- 19. The Seminary will work with its Community Liaison Committee to review and make best efforts to achieve consensus on final plant and tree selections within the ranges included in

the Landscape Plan to create an effective and aesthetically pleasing interface between the Campus and the surrounding neighborhood.

Off-Site Inclusionary Zoning:

- 20. The Applicant shall establish and fund a Ward 3 Inclusionary Zoning Revolving Fund ("Ward 3 Fund") to be administered by Local Initiatives Support Corporation ("LISC") to provide the equivalent or greater level of Inclusionary Zoning than would be applicable to the New Dormitory in accordance with Subtitle C, §1006.10 as established by Z.C. Case No. 24-09.
- 21. Prior to the issuance of the final Certificate of Occupancy for the New Dormitory, the Applicant will fund the Ward 3 Fund with a payment of \$8 million dollars (\$8,000,000.00) to LISC. The Applicant will provide documentation for the LISC payment to the Zoning Administrator and ANC 3D and ANC 3E.

Transportation and Parking:

- 22. The Applicant shall implement, over the life of the Campus Plan, a Transportation Demand Management Plan, contained in Exhibit ____ to reduce and manage traffic and parking. Residing on the Campus will not qualify anyone for Residential Permit Parking decals from the District of Columbia. The TDM Plan will include periodic performance monitoring requirements. In the first monitoring report following the opening of the New Dormitory, the Applicant will conduct a traffic signal warrant analysis for the driveway to Massachusetts Avenue NW. If DDOT's Traffic Engineering and Safety Division (TESD) determines a traffic signal or pedestrian beacon is warranted, the Applicant will design, fund, and install it.
- 23. **Prior to the issuance of the final residential Certificate of Occupancy for the New Dormitory**, the Applicant shall fund and install a 19-dock Capital Bikeshare Station with 12 bikes at a location to be determined in consultation with DDOT and fund one year of maintenance and operations costs for the Bikeshare station.
- 24. **Prior to the issuance of the final Certificate of Occupancy for the New Dormitory**, the Applicant will construct the following pedestrian improvements subject to any required public space and DC Department of Transportation ("DCDOT") approvals:
 - A sidewalk along the east side of University Avenue NW between Massachusetts
 Avenue and Rodman Street with a leadwalk into campus along at least one side of
 the site driveway;
 - Install signage, a crosswalk, and ADA curb ramps on the south leg of University Avenue at the Rodman Street intersection;
 - Install signage, a crosswalk, and ADA curb ramps on the east leg of the campus driveway at the University Avenue and Sedgwick Street intersection or construct the crossing as a continuous sidewalk; and

- The Applicant, will undertake an effort to seek AU's approval for the reopening of the gated connection at the southeastern corner of the property that links AU and the Seminary. The Seminary will attempt to coordinate with AU on the installation of wayfinding signage on the campus directing students to the gated connection to the AU campus upon receiving AU's approval for the opening of the connection.
- 25. After occupancy of the New Dormitory, the Seminary will perform a traffic monitoring survey in accordance with the performance monitoring plan in Exhibit ____ annually for the first two (2) years and report the results to DDOT, ANC 3D, ANC 3E and the Community Liaison Committee. If warranted by the traffic survey, the Seminary will implement additional TDM measures and University Avenue access restrictions in consultation with DDOT, ANC 3D, ANC 3E, and the CLC. Annual traffic monitoring will be extended by DDOT until such time as the TDM and traffic mitigation goals have been met for two consecutive years.
- 26. Vehicles will be able to enter and leave the Seminary through the Massachusetts Avenue entrance/exit. Vehicles exiting the Campus to Massachusetts Avenue will be Right Turn only. The Seminary will request DDOT to assess the feasibility, including potential traffic impacts of installing a traffic signal at the Massachusetts Avenue entrance/exit or allow left turn for exiting vehicles on a limited basis. Any studies or changes to access, including installation of traffic signal equipment, will be supplied, designed, funded and installed by the Applicant not DDOT.
- 27. The Applicant agrees to limit use of the University Avenue driveway for entry by emergency and limited service and delivery vehicles (e.g., trash and food service deliveries to refectory) required to access the campus from this location.
- 28. Use of University Avenue for exiting vehicles will be prohibited, except in emergencies or for limited service or delivery vehicles and appropriate physical enforcement measures will be implemented.
- 29. The Applicant will encourage all Wesley students, on-campus residents, staff, faculty, and visitors to park on Campus with quarterly electronic communications and signage.
- 30. If either ANC 3D or ANC 3E notify the Applicant that Wesley students or on-campus residents are parking on nearby restricted residential streets, the Applicant will undertake a continuing enforcement program until such time as the Applicant reaches agreement with the complaining ANC that the problem has been reasonably mitigated.
- 31. The Applicant will undertake measures as needed to address additional parking demand including, the possibility of altering class schedules, as outlined in the Transportation Demand Management (TDM) Plan.
- 32. The New Dormitory will include a designated on-campus ride-sharing pick-up and drop-off area generally located in front of the proposed dormitory, and on-campus rental bike and scooter parking area generally located near the future Capital Bikeshare Station as shown in Exhibit _____.

Construction Management:

- 33. All construction vehicles shall access the campus through the Massachusetts Avenue entrance. If exceptional conditions mandate use of University Avenue by construction vehicles (e.g., construction crane) to access the construction site, the only access will be from the existing exit to University Avenue with right turn only for exiting vehicles. No new access to the construction site will be created from University Avenue, except for the limited purpose and duration for the demolition of the Old President's House and planned restoration and landscaping of that area and installation of Community Playground.
- 34. The Applicant will develop with the participation of the community a construction management plan that: a.) designates a Seminary Point of Contact for construction activity issues; b.) establishes a 24-hour construction contractor point of contact; c.) notifies ANCs 3D and 3E and the Community Liaison Committee of a pre-construction community meeting to coordinate construction activities at least 90 days before construction; d.) provides for construction worker and construction vehicle parking at locations other than neighborhood streets; e.) minimizes on-street truck idling in compliance with all applicable regulations; f.) ensures trucks are brushed and loads are covered prior to leaving the construction site; and g.) ensures compliance with on-site environmental regulations for maintaining the construction site. The Applicant will be responsible for implementing the Construction Management Plan and serve as the primary point of contact for the community.
- 35. The Applicant will establish a neighborhood construction management committee 90 days prior to construction to discuss ongoing issues during the construction phase of the project and address remediation issues tied to any damage to neighbors' property during construction. Representatives appointed to the committee will include individuals from ANC 3D, ANC 3E, and the Community Liaison Committee.

Environmental Issues:

- 36. Prior to filing a permit application with the D.C. Department of Buildings (DOB) for ground clearance, excavation, or other construction that would require investigation and/or remedial work at or around the campus by the U.S. Army Corps of Engineers because of its prior use as Camp Leach as part of the American University Experiment Station Formerly Used Defense Site (FUDS), the Seminary shall provide notification to the District Department of Energy and Environment (DOEE), the U.S. Army Corps of Engineers (USACE), and the U.S. Environmental Protection Agency (EPA), Region 3, that Wesley Seminary intends to undertake such activities. If required, the Seminary will report on the outcomes of its interactions with, the DOEE, USACE, and EPA on this issue to ANC 3D, ANC 3E, and the Community Liaison Committee and cooperate fully with the DOEE, USACE, and EPA as required, including implementation of any required Campus Safety Plan during excavation and construction.
- 37. In conjunction with filing a permit application with the D.C. Department of Buildings (DOB) for ground clearance, excavation, or other construction, the Seminary will submit the final stormwater management plan to the DOEE for review and report the outcome of that review to ANC 3D, ANC 3E, and the Community Liaison Committee.

38. Throughout the term of the Campus Plan, the Applicant shall work directly with residents and the Community Liaison Committee to provide information to ensure that the construction does not have unanticipated stormwater impacts on residents' property and shall address any impacts should they occur. Residents will be consulted on a quarterly basis to ensure that unanticipated stormwater impacts are addressed.

Other Issues:

- 39. The Seminary shall maintain a Community Liaison Committee that meets at least three times annually and includes neighborhood resident representatives of ANC 3D, ANC 3E, the Spring Valley-Wesley Heights Citizens Association, Neighbors For A Livable Community, Spring Valley Neighborhood Association, and individual residents of Spring Valley living within 200 feet of the Seminary's property line at University Avenue. Other interested residents and neighborhood groups are invited to participate in the CLC's public meetings.
- The Applicant shall make available (weekday evenings from 6:00 11:00 p.m.) for use by 40. community groups without charge one or more meeting rooms on the campus designed to accommodate groups of various sizes including not more than 100 people and equipped to facilitate attendance both in person and by video conferencing, including a screen projector, guest Wi-Fi, but subject to the applicable IT security restrictions and available video conferencing resources. Such a meeting room shall be made available on a priority basis to any community group that requests the use of such room at least 21 days before the proposed meeting date if that room is not previously booked by another community group. If a community group requests a room with less than 21 days' notice or for a meeting on a weekend, the Applicant shall make the room available if it has not been previous booked by either another group or the Applicant. At the time use of a meeting room is reserved, the available HVAC, facilities and IT resources will be confirmed. When not so requested by a community group, any such meeting room may be used by the Applicant for other purposes. Persons attending these meetings will be provided with free parking in the surface parking lot. "Community group" is defined as any organized private civic or governmental group with members residing in the neighborhoods represented by ANC 3D and ANC 3E at the time of this order. Applicant reserves the right to exclude political and/or controversial groups in its reasonable discretion in keeping with its religious and educational mission. Unaccompanied minors are not permitted at any time.
- 41. At least twice annually, after final approval and beginning prior to occupancy of any new building, the Seminary will attend ANC 3D and ANC 3E meetings to review Campus Plan performance issues identified in collaboration with the CLC.
- 42. The Seminary will install screening for the three exhaust pipes on the 2014 Dorm and monitor and correct any excessive noise exceeding applicable standards in a residential zone.
- 43. The Seminary will not sell or lease any part of the Spring Valley Campus (excluding any units in the New Dormitory) to American University for university use during the term of this Campus Plan. Any proposed sale or lease of any part of the Campus (excluding units

- in the New Dormitory) to AU will constitute a Modification with Hearing under Subtitle Z, §703 requiring a public hearing before the Zoning Commission.
- 44. The Applicant will file any proposed change in any of the conditions of this Campus Plan as a Modification with Hearing requiring a hearing pursuant to Subtitle Z, §704, unless ANC 3D and ANC 3E both agree that such modification can be filed as a Minor Modification or a Modification Without Hearing.
- 45. The Seminary agrees to continue to make best efforts to engage with American University on issues of potential collaboration which affect the operation of the Seminary's Campus Plan, and which also affect the impact of the application on the neighborhood.
- 46. The Applicant shall be responsible for the construction of the University Avenue sidewalk and ADA-compliant pedestrian ramps recommended in the District Department of Transportation's (DDOT's) report on this application.
- 47. 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., ("Act") the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination that is also prohibited by the Act. In addition, harassment based on any of the above protected categories is also prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.
- 48. The Applicant shall file with the Zoning Administrator a letter identifying how it is in compliance with the conditions of this Order at such time as the Zoning Administrator requests and shall simultaneously file that letter with the Office of Zoning.
- 49. The Applicant shall have Campus Plan design flexibility in the following areas:
 - A. <u>Number of Beds in the New Dormitory</u>. To reduce the number of beds in the New Dormitory up to minus ten percent (10%).
 - B. <u>Parking Configuration</u>. To make refinements to the approved parking configuration, including layout, number of parking spaces plus or minus 10%, and/or other elements, and to vary the allocation of Wesley and Landmark parking spaces.
 - C. <u>Interior Components</u>. To vary the location and design of all interior components, including amenities, partitions, structural slabs, doors, hallways, columns,

- stairways, mechanical rooms, elevators, escalators, kitchens and toilet rooms, provided that the variations do not change the exterior configuration of the building.
- D. <u>Exterior Materials and Color</u>. To vary the final selection of the exterior materials within the color ranges and material types as proposed on Sheet ____ of the Approved Plans (titled, "Material Palette"). In the event the Applicant desires to change the exterior materials, type or color beyond the parameters of the Material Palette, the Applicant shall file an application for a Modification of Consequence for the Commission's approval of the change of exterior materials.
- E. <u>Exterior Details</u>. To make minor refinements to the locations and dimensions of exterior details that do not substantially alter the exterior design shown on the Approved Plans. Examples of exterior details would include, but are not limited to, doorways, canopies, railing, skylights, and window locations, and brick patterns or sizes.
- F. <u>Sustainable Features</u>. To vary the approved sustainable features of the New Dormitory, provided the total number of LEED points achievable for the project does not decrease below the minimum required for LEED Gold under LEED v.4 for Homes and Multi-Family Mid-Rise Residential for the New Dormitory.
- G. <u>Signage</u>. To vary the font, message, logo, location, and color of the proposed signage, provided that the maximum overall dimensions and signage materials do not change from those shown on the Approved Plans.

XI. CONCLUSION

The Campus Plan to Thrive in Place (Years 2025 through 2035) is the result of a careful analysis of Wesley Seminary's long- and short-term needs to achieve its "Ministry 2044" vision and ongoing strategic planning in light of changing circumstances and needs and more limited resources. The Campus Plan is most notable for its stable enrollment, increased on-campus housing, increased off-street parking, and more limited expansion of the Campus density than allowed, which maintains the existing relationship and harmony with the adjacent residential neighborhood. Long before the filing of this application, Wesley has involved its neighbors in this process through correspondence, meetings and access to Campus Plan documents on its website. The Seminary will continue this collaborative process with its neighbors as this application moves forward.

CERTIFICATE OF SERVICE

I hereby certify that on April 11, 2025, the Wesley Theological Seminary Pre-Hearing Statement was filed in IZIS and delivered via electronic mail to the following:

Ms. Jennifer Steingasser

Mr. Joel Lawson

Ms. Maxine Brown-Roberts

D.C. Office of Planning 1100 4th Street, SW Suite E650

Washington, D.C. 20024 jennifer.steingasser@dc.gov joel.lawson@dc.gov maxine.brownroberts@dc.gov

Mr. Erkin Ozberk

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Ms. Tricia Duncan, Vice Chair, ANC 3D02 3D02@anc.dc.gov

Mr. Chuck Elkins, ANC 3D01 3D01@anc.dc.gov

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Mr. Jonathan Bender, Chair, ANC 3E jonbender@gmail.com

Commissioner Ali Gianinno, ANC 3E06 3E06@anc.dc.gov

Commissioner Amy Hall, ANC 3E02 3E02@anc.dc.gov

Vacant, ANC 3E07 3E07@anc.dc.gov

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William F. Krebs

Spring Valley-Wesley Heights Citizens Association w_krebs@msn.com

Thomas M. Smith

Neighbors for a Livable Community/Spring Valley – Wesley Heights Citizens Association tmfsmith@rcn.com

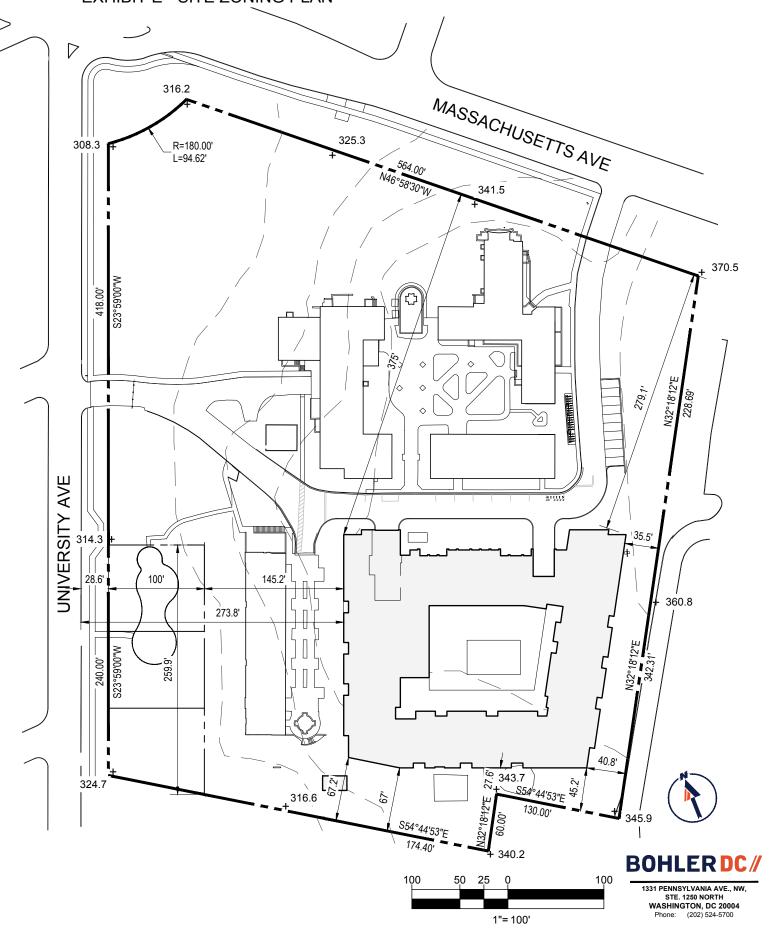
John Patrick Brown, Jr., Esq.

EXHIBITS BAND E-X

EXHIBIT BWesley Theological Seminary – 2011 to 2025 Enrollment History

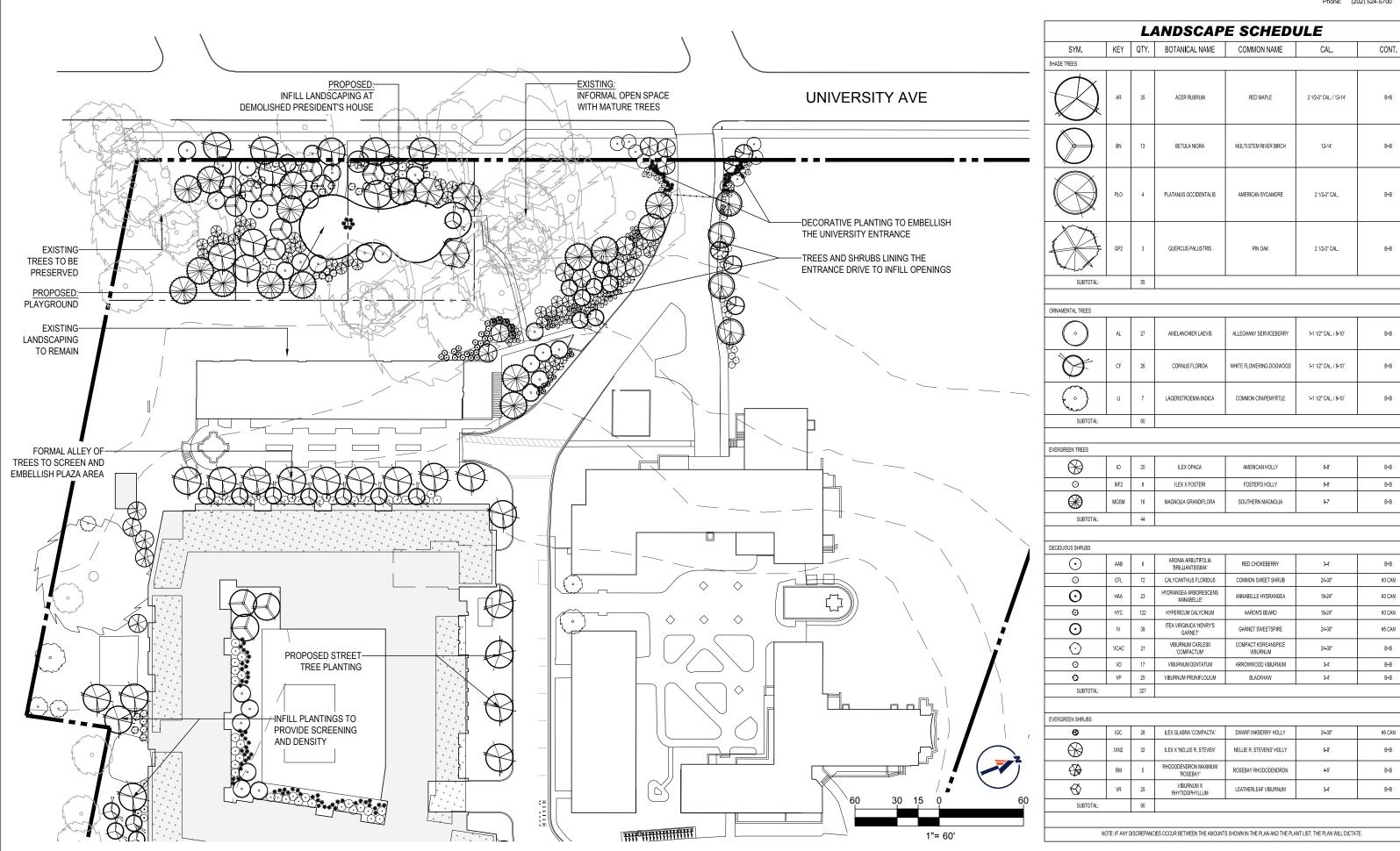
							Non-	Non-	
Masters					Post-Degree	Totals	Degree	Degree	Employees
Term	MA	MTS	MDV	Total Masters	D. Min	Total Degree	Weekend Course of Study	Summer Course of Study	Total Employees
Fall 2011	23	74	316	413	180	593	41	157	87
Fall 2012	49	51	315	415	170	585	76	149	85
Fall 2013	56	47	322	425	162	587	85	124	70
Fall 2014	57	53	297	407	130	537	83	129	78
Fall 2015	48	60	283	391	140	531	116	95	75
Fall 2016	39	56	261	356	155	511	152	98	73
Fall 2017	52	44	248	344	185	529	107	81	72
Fall 2018	48	38	250	336	155	491	139	79	88
Fall 2019	46	30	219	295	166	461	158	77	81
Fall 2020	49	39	212	300	165	465	201	0	76
Fall 2021	47	31	180	258	172	430	198	110	83
Fall 2022	51	29	152	267	185	452	199	101	88
Fall 2023	50	24	149	249	186	435	160	192	82
Fall 2024	54	24	156	265	189	454	214	158	74
Spring 2025	57	20	144	250	223	473	184	N/A	71

WESLEY SEMINARY CAMPUS PLAN EXHIBIT E - SITE ZONING PLAN



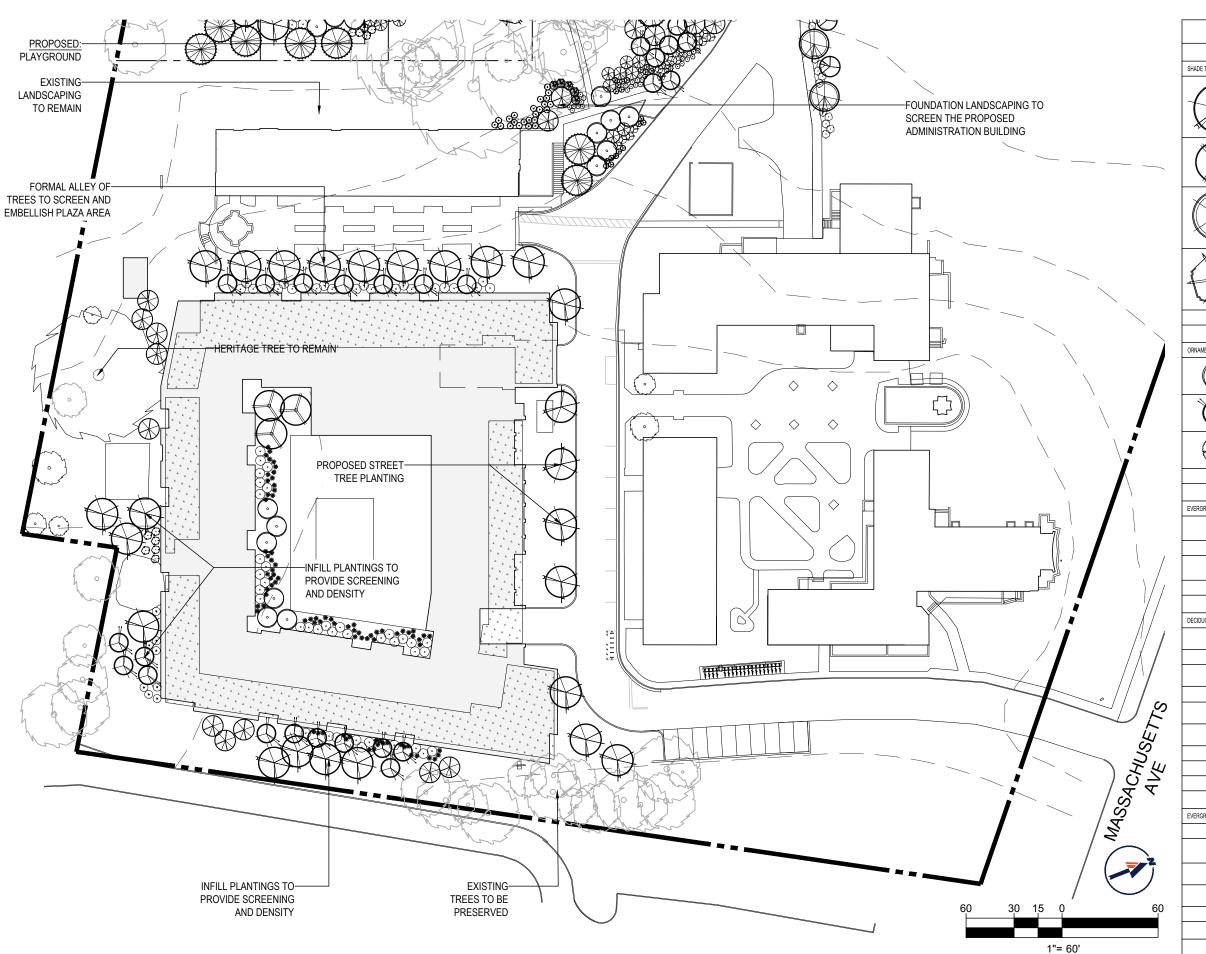
WESLEY SEMINARY CAMPUS PLAN EXHIBIT H1 - LANDSCAPE PLAN





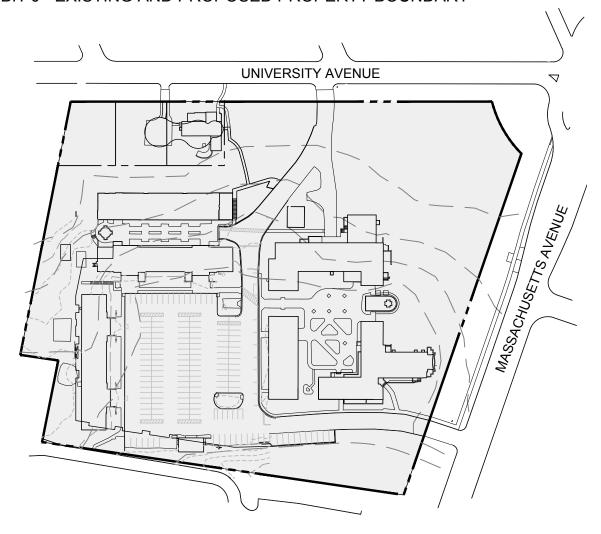
WESLEY SEMINARY CAMPUS PLAN EXHIBIT H2 - LANDSCAPE PLAN





		L	ANDSCAP	E SCHEDU	JLE	
SYM.	KEY	QTY.	BOTANICAL NAME	COMMON NAME	CAL.	CONT.
ADE TREES						
	AR	35	ACER RUBRUM	RED MAPLE	2 1/2-3" CAL. / 12-14"	B+B
	BN	13	BETULA NIGRA	MULTI STEM RIVER BIRCH	12-14'	B+B
	PLO	4	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	2 1/2-3" CAL.	B+B
	QP2	3	QUERCUS PALUSTRIS	PIN OAK	2 1/2-3" CAL.	B+B
SUBTOTAL:		55				
NAMENTAL TREES						
\bigcirc	AL	27	AMELANCHIER LAEVIS	ALLEGHANY SERVICEBERRY	1-1 1/2" CAL. / 8-10'	B+B
0	CF	26	CORNUS FLORIDA	WHITE FLOWERING DOGWOOD	1-1 1/2" CAL. / 8-10'	B+B
\odot	LI	7	LAGERSTROEMIA INDICA	COMMON CRAPEMYRTLE	1-1 1/2" CAL. / 8-10'	B+B
SUBTOTAL:		60				
RGREEN TREES				ı		
W	10	20	ILEX OPACA	AMERICAN HOLLY	6-8'	B+B
0	IXF2	8	ILEX X FOSTERI	FOSTER'S HOLLY	6-8'	B+B
\otimes	MGSM	16	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	6-7'	B+B
SUBTOTAL:		44				
DUOUS SHRUBS	Ι		ARONIA ARBUTIFOLIA			
<u>.</u>	AAB	8	'BRILLIANTISSIMA'	RED CHOKEBERRY	3-4'	B+B
<u> </u>	CFL	72	CALYCANTHUS FLORIDUS HYDRANGEA ARBORESCENS	COMMON SWEET SHRUB	24-30"	#3 CAN
<u> </u>	HAA	23	'ANNABELLE'	ANNABELLE HYDRANGEA	18-24"	#3 CAN
Ø	HYC	122	HYPERICUM CALYCINUM	AARON'S BEARD	18-24"	#3 CAN
0	IV	39	ITEA VIRGINICA 'HENRY'S GARNET'	GARNET SWEETSPIRE	24-30"	#5 CAN
\odot	VCAC	21	VIBURNUM CARLESII 'COMPACTUM'	COMPACT KOREANSPICE VIBURNUM	24-30"	B+B
0	VD	17	VIBURNUM DENTATUM	ARROWWOOD VIBURNUM	3-4'	B+B
0	VP	25	VIBURNUM PRUNIFLOLIUM	BLACKHAW	3-4'	B+B
SUBTOTAL:		327				
ODEEN CURVES	IGC	28	ILEX GLABRA 'COMPACTA'	DWARF INKBERRY HOLLY	24-30"	#5 CAN
RGREEN SHRUBS		32	ILEX X 'NELLIE R. STEVEN' RHODODENDRON MAXIMUM	NELLIE R, STEVENS' HOLLY ROSEBAY RHODODENDRON	6-8' 4-5'	B+B B+B
ERGREEN SHRUBS	IXN2	5	'ROSEBAY'			
		5 25	'ROSEBAY' VIBURNUM X	LEATHERLEAF VIBURNUM	3-4'	B+B
	RM		'ROSEBAY'	LEATHERLEAF VIBURNUM	3-4'	B+B

WESLEY SEMINARY CAMPUS PLAN EXHIBIT J - EXISTING AND PROPOSED PROPERTY BOUNDARY



KEY				
	PROPERTY OWNED BY WESLE	EY THEOLOGIC	CAL SEMINARY	
	CAMPUS BOUNDARY	150	75 37.5 0	150
			1"=150'	

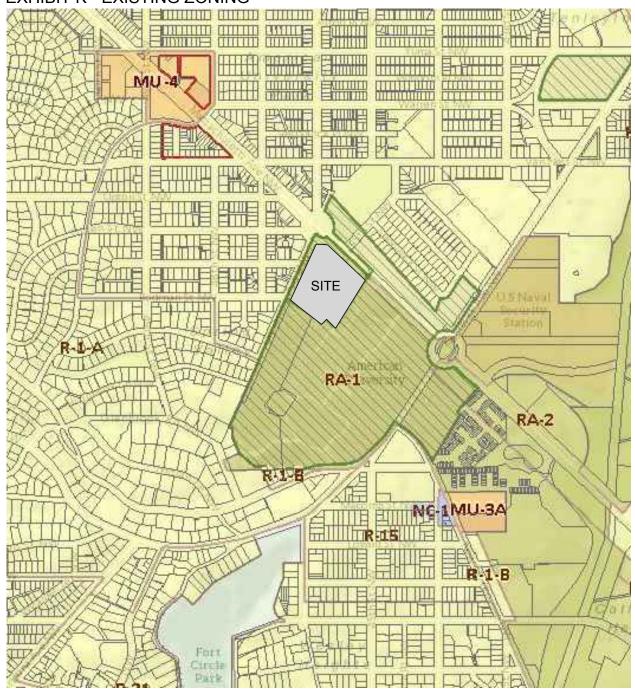
NOTE

PROPERTY BOUNDARY SHOWN REFLECTS EXISTING AND PROPOSED, AS NO CHANGES ARE INTENDED. SITE AMENITIES ARE SHOWN AS THEY ARE PROPOSED.



WESLEY SEMINARY CAMPUS PLAN

EXHIBIT K - EXISTING ZONING



KEY



RESIDENTIAL APARTMENT ZONE



CAMPUS PLANS

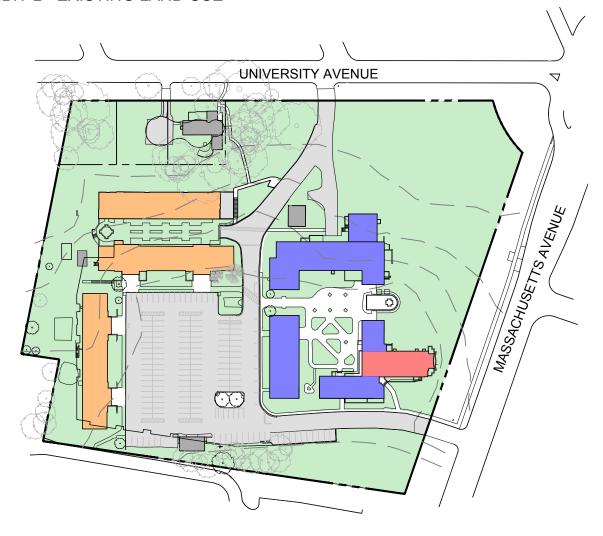
MIXED-USE ZONE

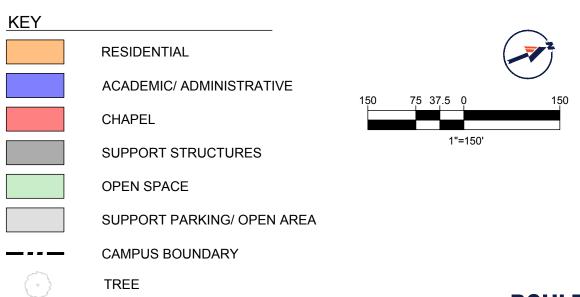
NEIGHBORHOOD MIXED-USE ZONE





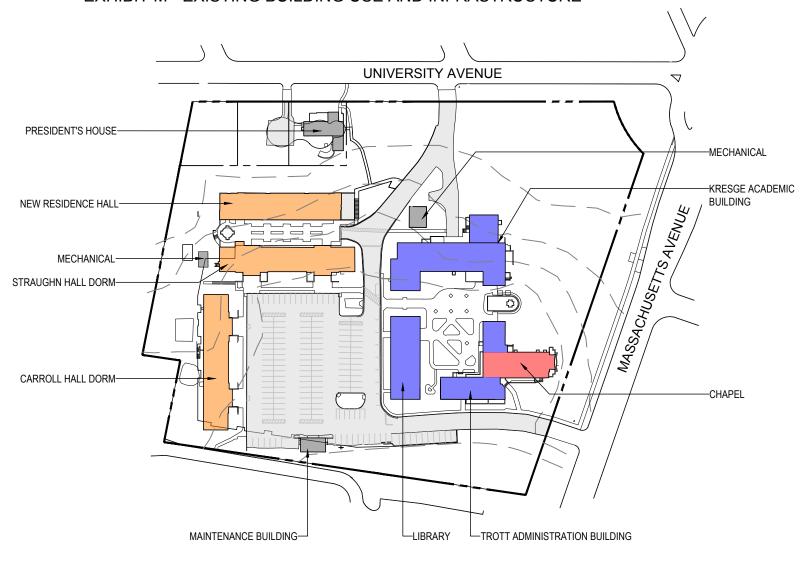
WESLEY SEMINARY CAMPUS PLAN EXHIBIT L - EXISTING LAND USE

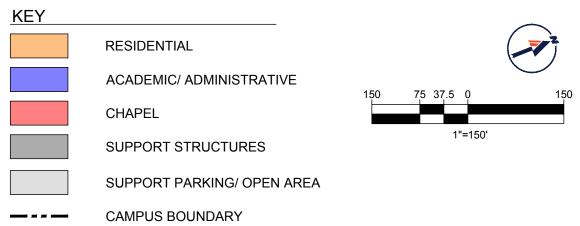






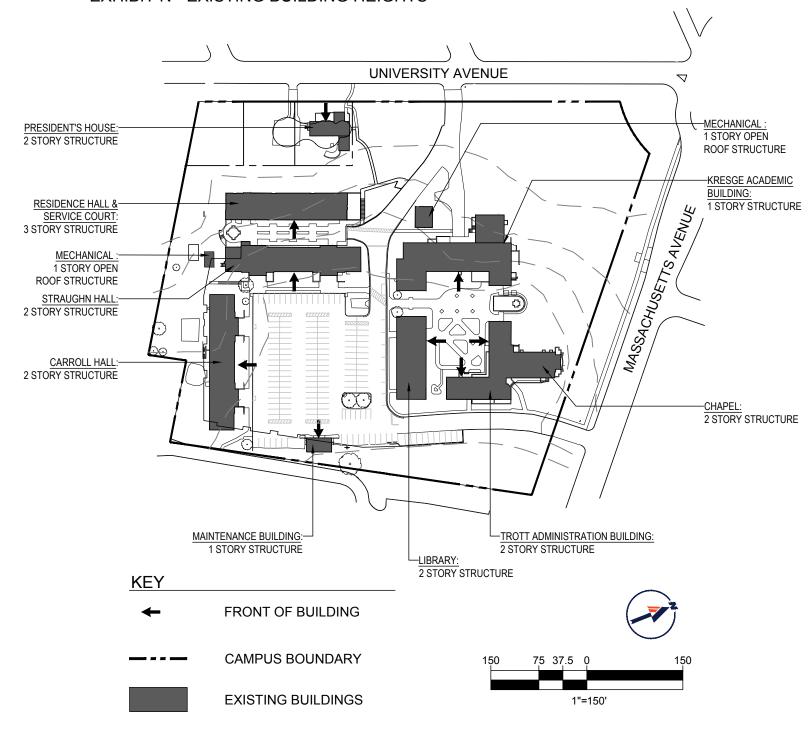
WESLEY SEMINARY CAMPUS PLAN EXHIBIT M - EXISTING BUILDING USE AND INFRASTRUCTURE





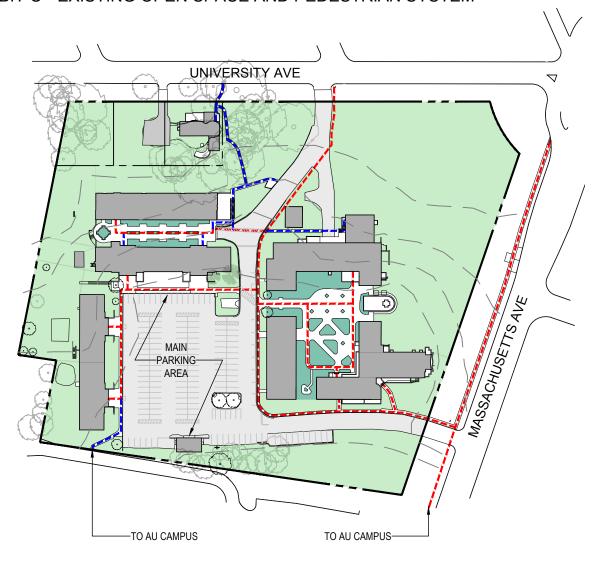


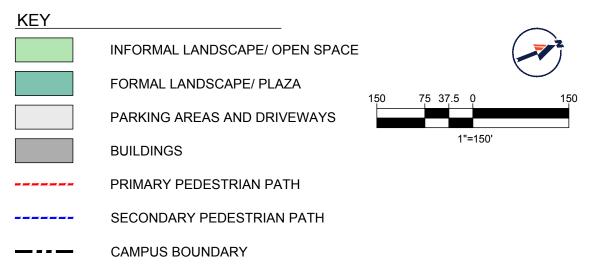
WESLEY SEMINARY CAMPUS PLAN EXHIBIT N - EXISTING BUILDING HEIGHTS





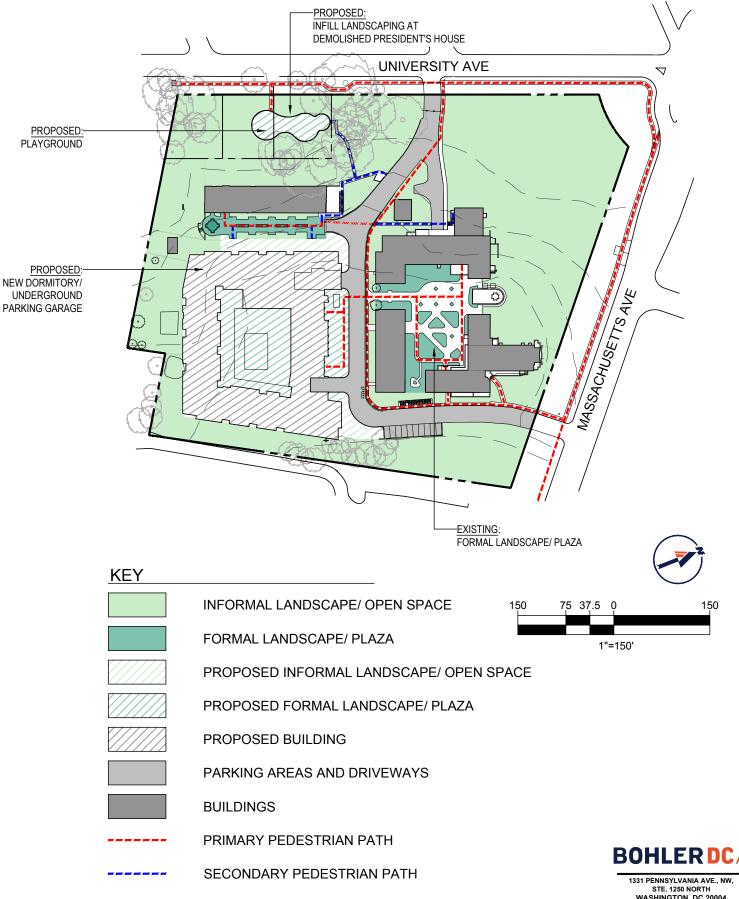
WESLEY SEMINARY CAMPUS PLAN EXHIBIT O - EXISTING OPEN SPACE AND PEDESTRIAN SYSTEM







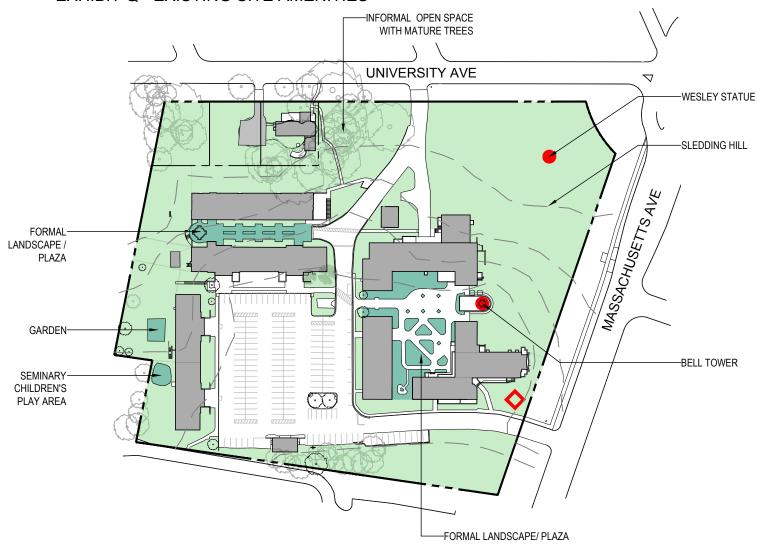
WESLEY SEMINARY CAMPUS PLAN EXHIBIT P - PROPOSED OPEN SPACE AND PEDESTRIAN SYSTEM

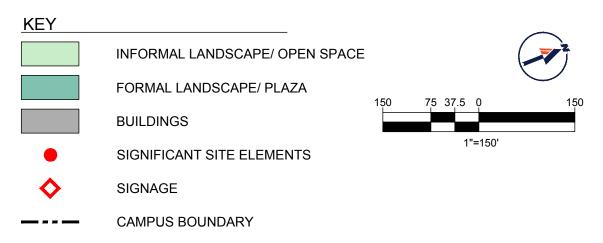


CAMPUS BOUNDARY



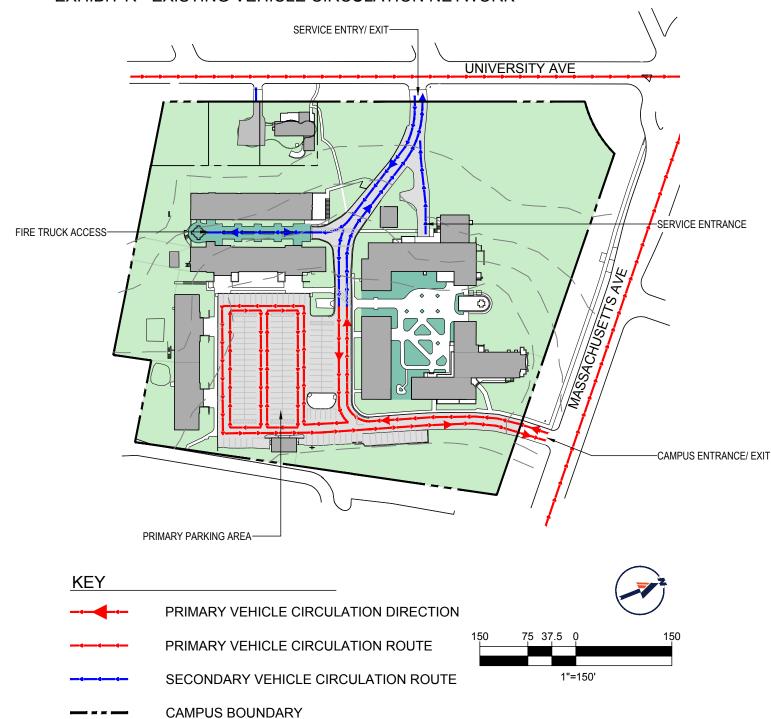
WESLEY SEMINARY CAMPUS PLAN EXHIBIT Q - EXISTING SITE AMENITIES





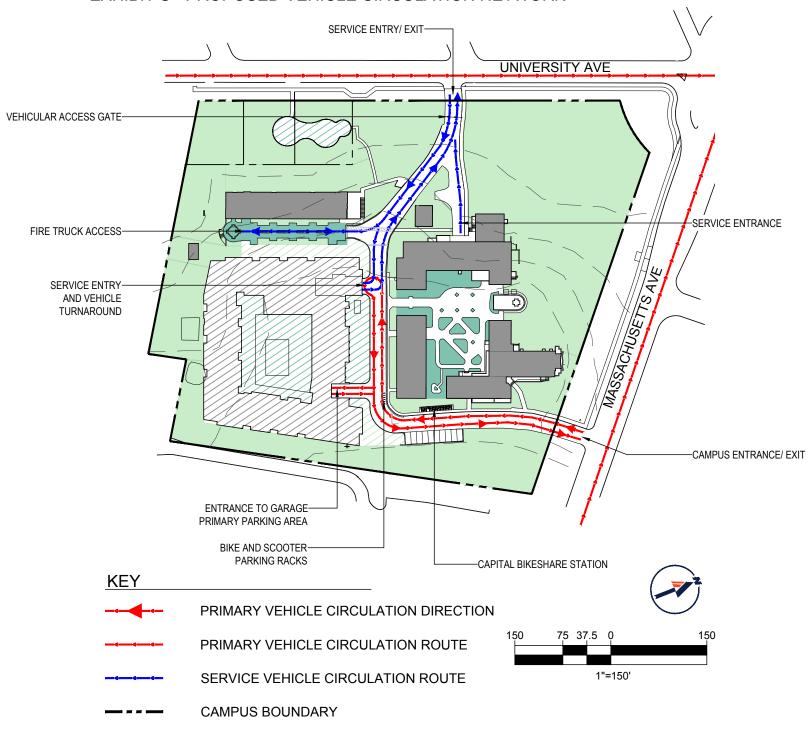


WESLEY SEMINARY CAMPUS PLAN EXHIBIT R - EXISTING VEHICLE CIRCULATION NETWORK



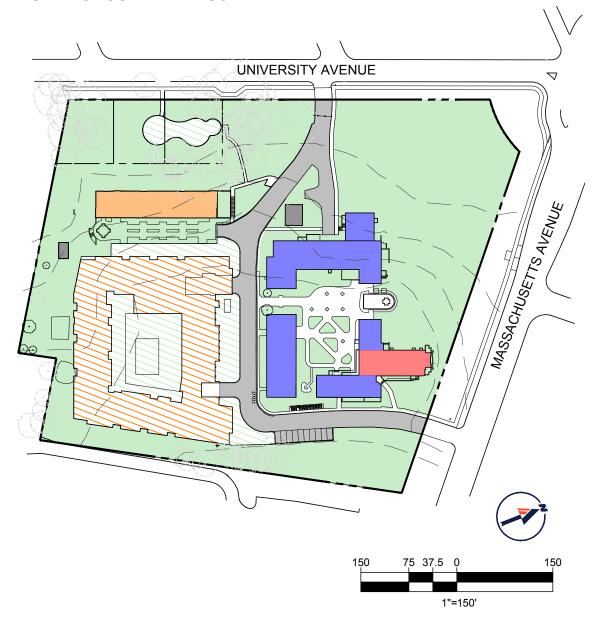


WESLEY SEMINARY CAMPUS PLAN EXHIBIT S - PROPOSED VEHICLE CIRCULATION NETWORK





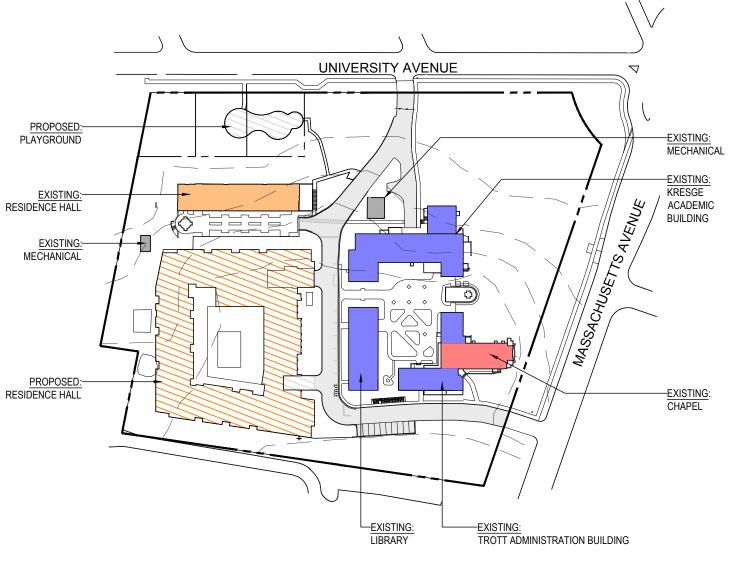
WESLEY SEMINARY CAMPUS PLAN EXHIBIT U - PROPOSED LAND USE

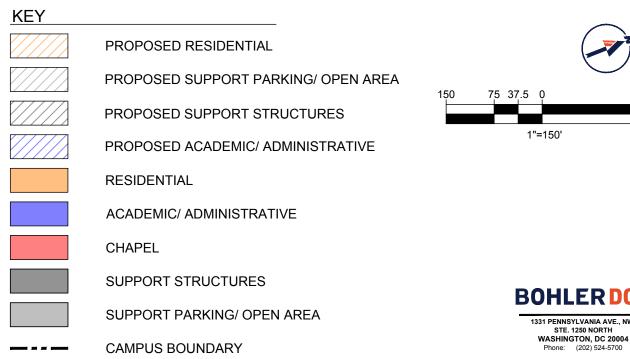


KEY		
	PROPOSED RESIDENTIAL	RESIDENTIAL
	PROPOSED OPEN SPACE	ACADEMIC/ ADMINISTRATIVE
	PROPOSED SUPPORT PARKING/ OPEN AREA	CHAPEL
	PROPOSED SUPPORT STRUCTURE	SUPPORT STRUCTURES
	PROPOSED ACADEMIC/ ADMINISTRATIVE	SUPPORT PARKING/ OPEN AREA
	CAMPUS BOUNDARY	OPEN SPACE
	TRFF	



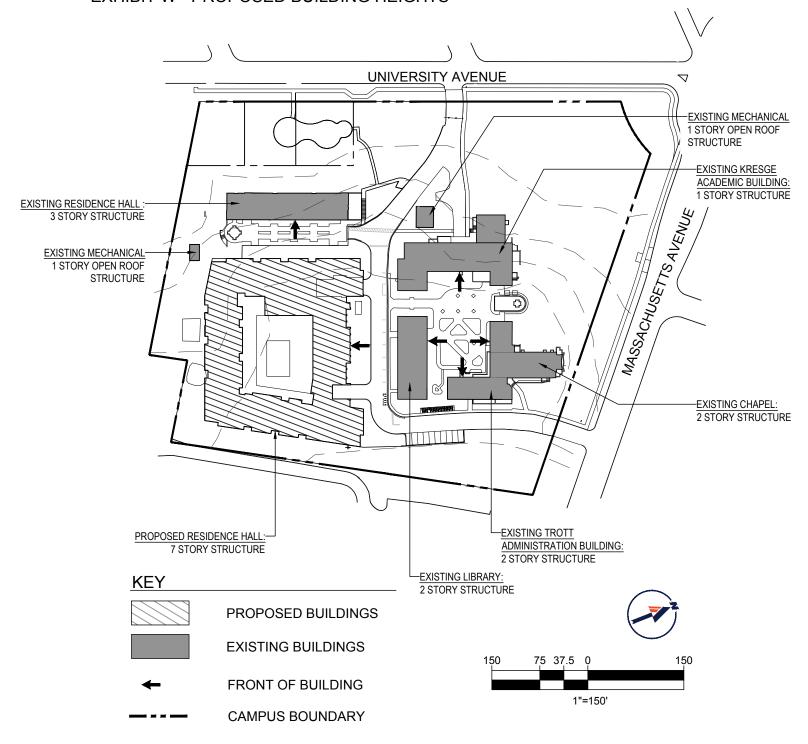
WESLEY SEMINARY CAMPUS PLAN EXHIBIT V - PROPOSED BUILDING USE AND INFRASTRUCTURE





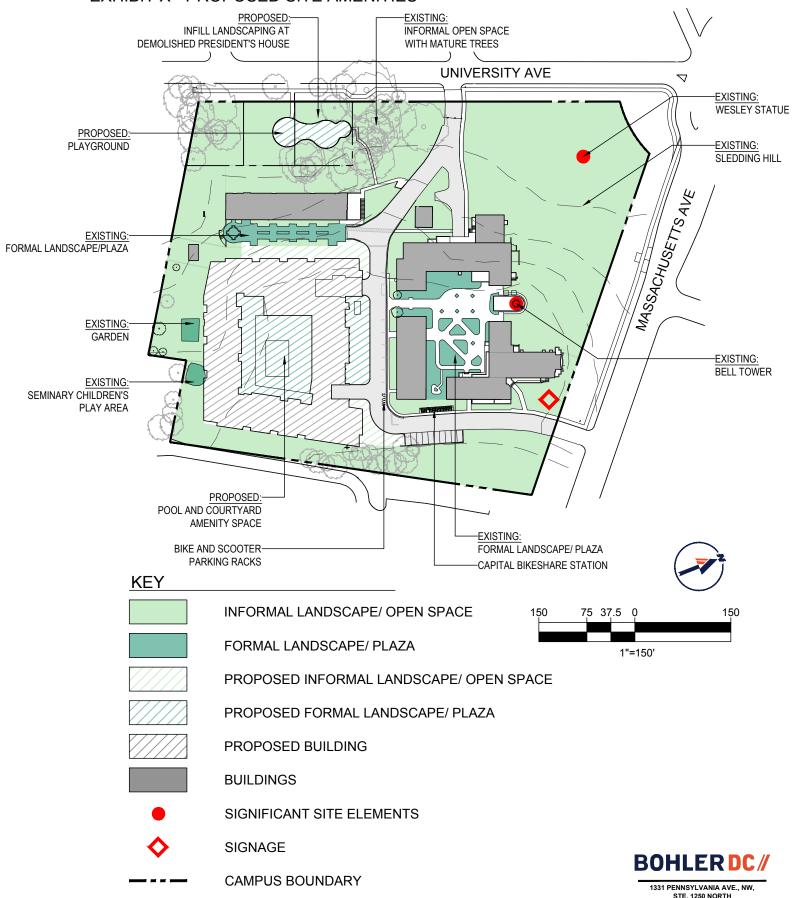
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WESLEY SEMINARY CAMPUS PLAN EXHIBIT W - PROPOSED BUILDING HEIGHTS





WESLEY SEMINARY CAMPUS PLAN EXHIBIT X - PROPOSED SITE AMENITIES



WASHINGTON, DC 20004 Phone: (202) 524-5700

EXHIBIT 1





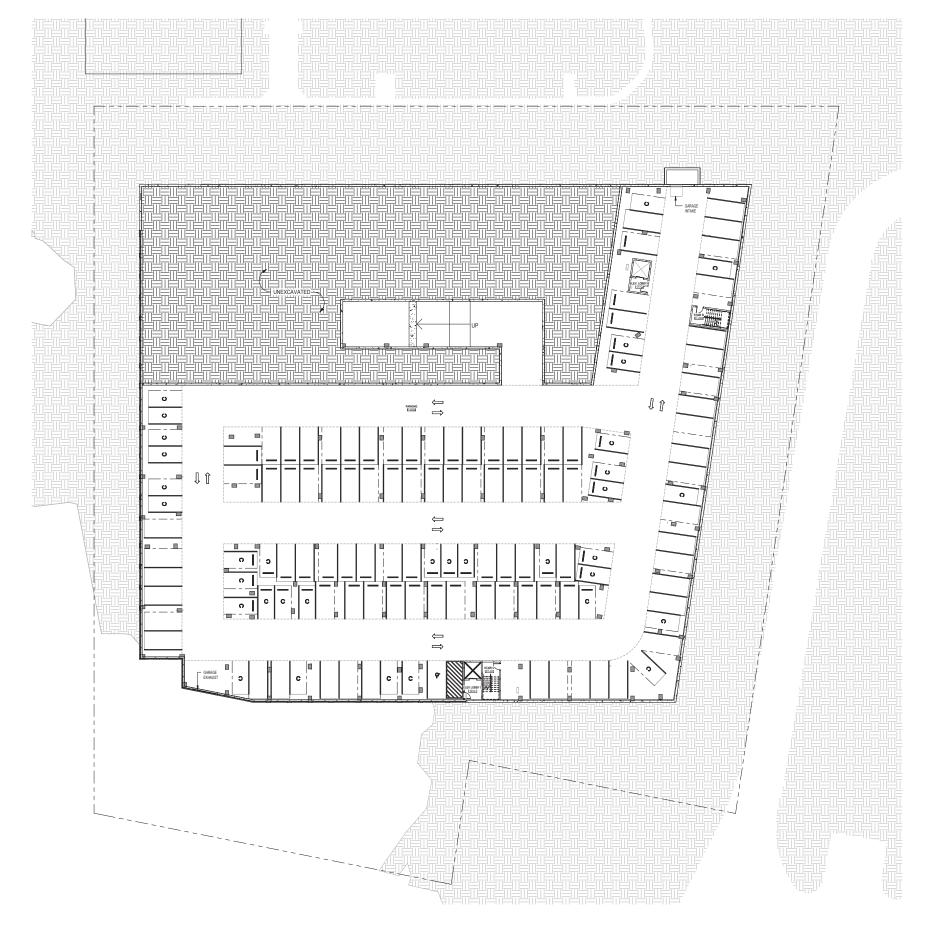
EAST ELEVATION SOUTH ELEVATION

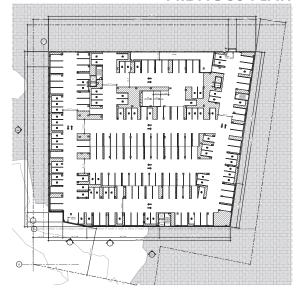




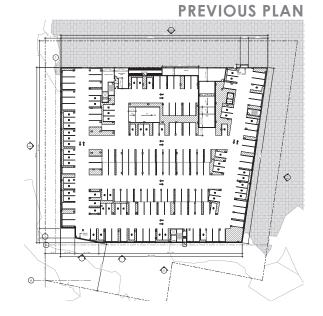
NORTH ELEVATION WEST ELEVATION



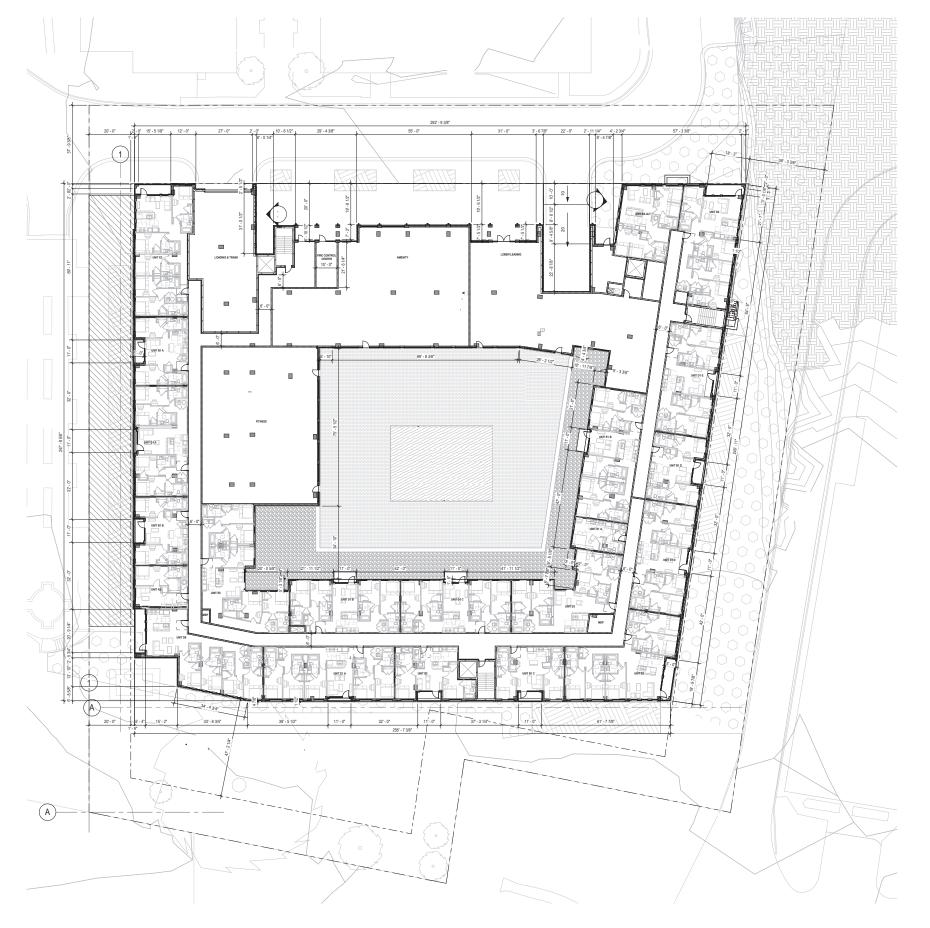






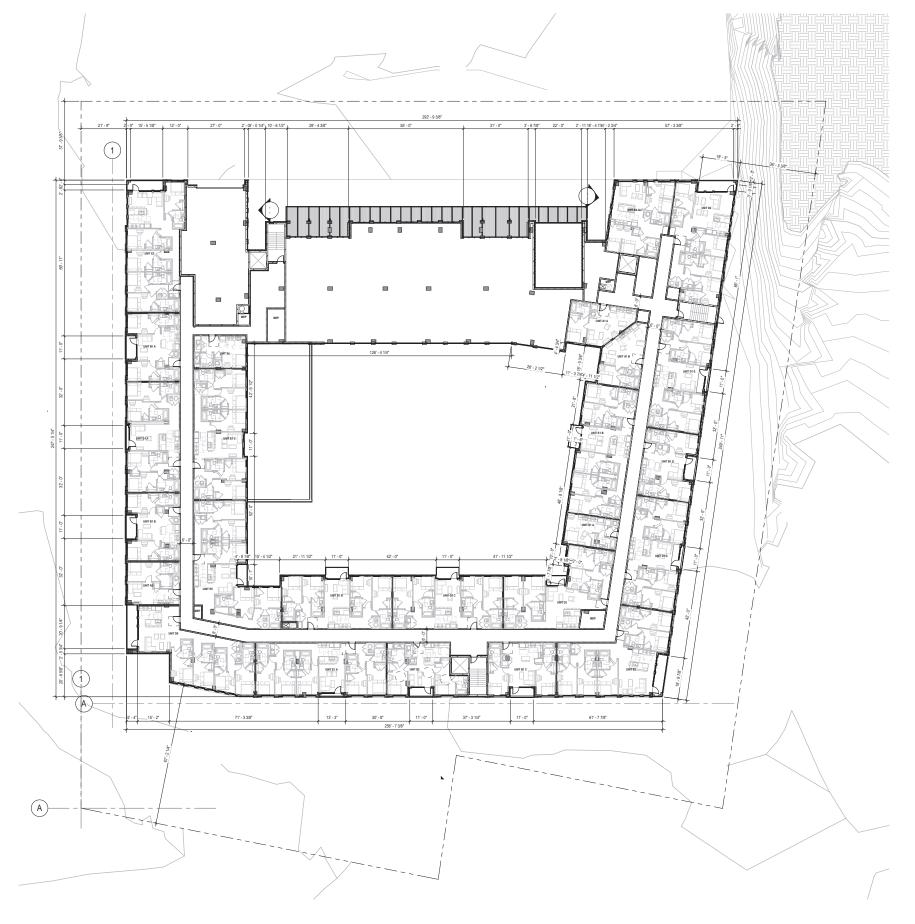






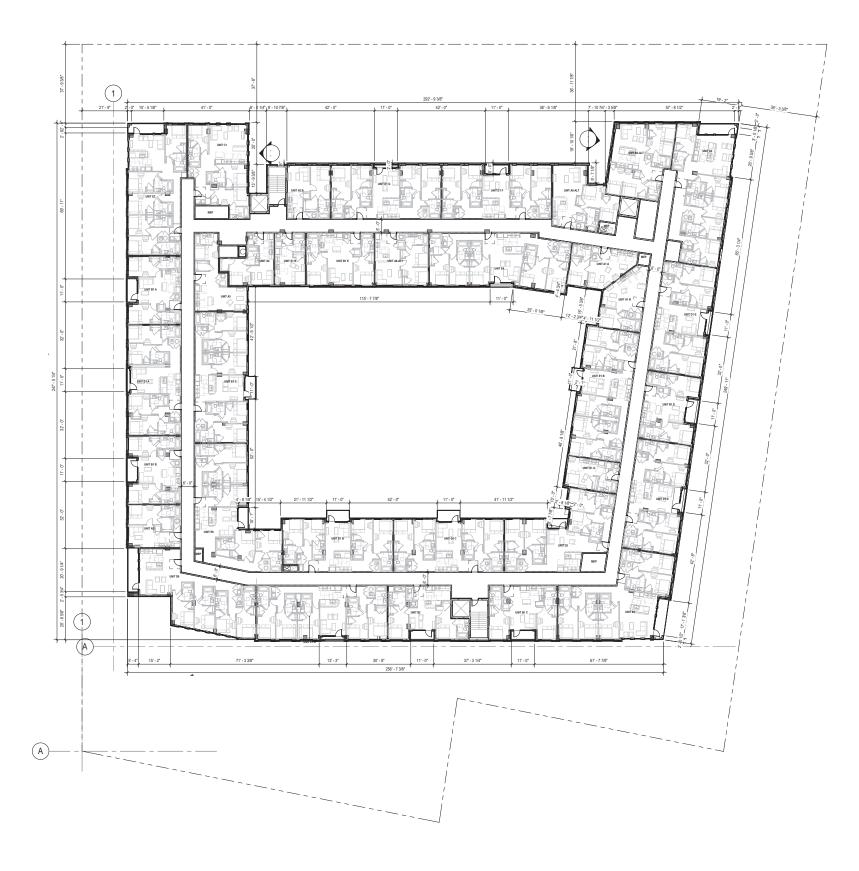


The Wesley Campus Plan: The Standard at Wesley | 02.11.2025

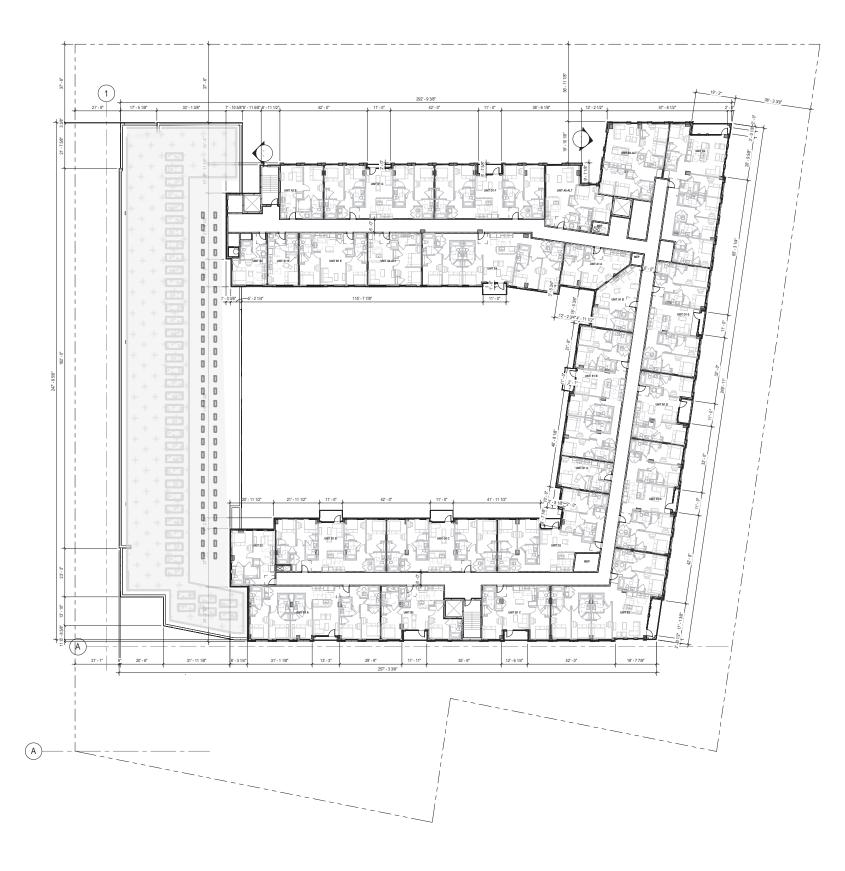




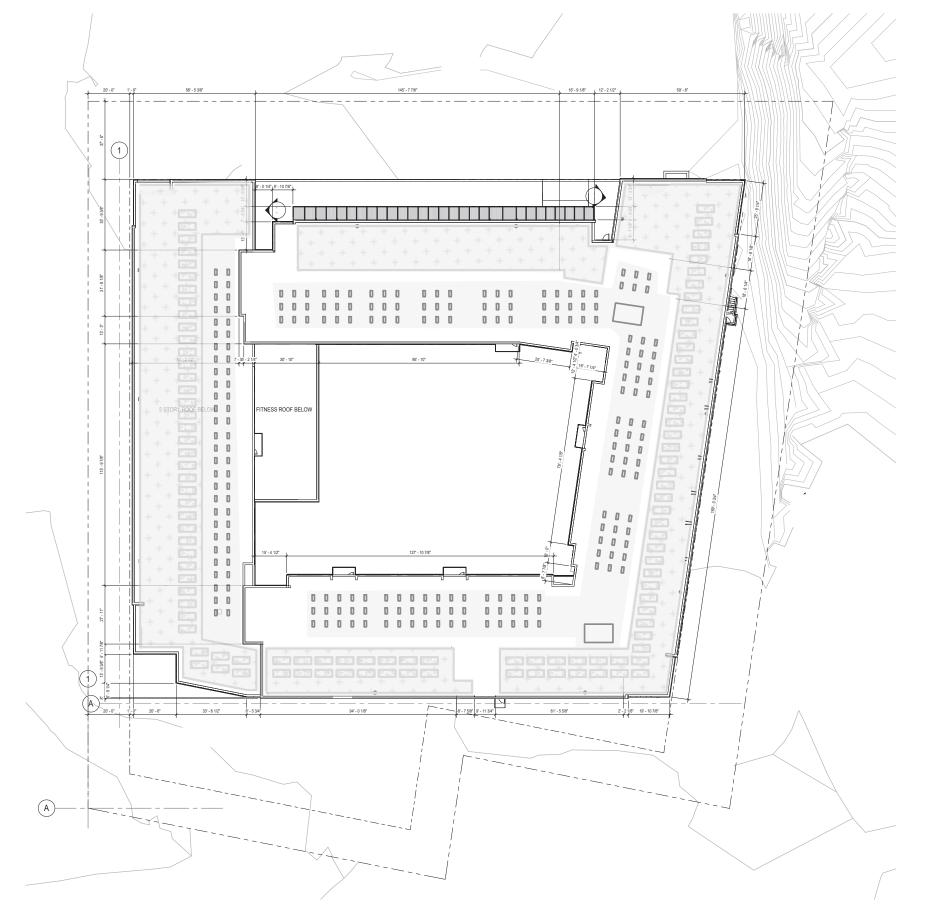
The Wesley Campus Plan: The Standard at Wesley | 02.11.2025



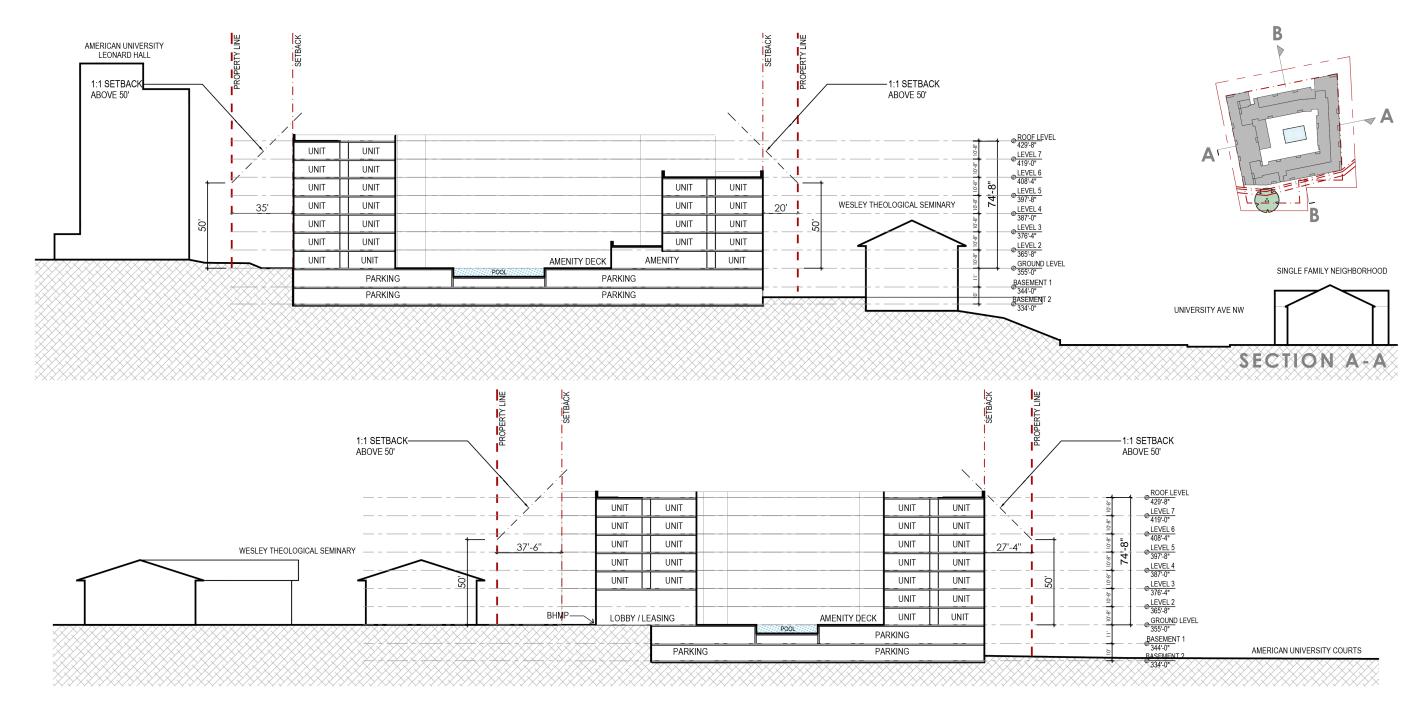






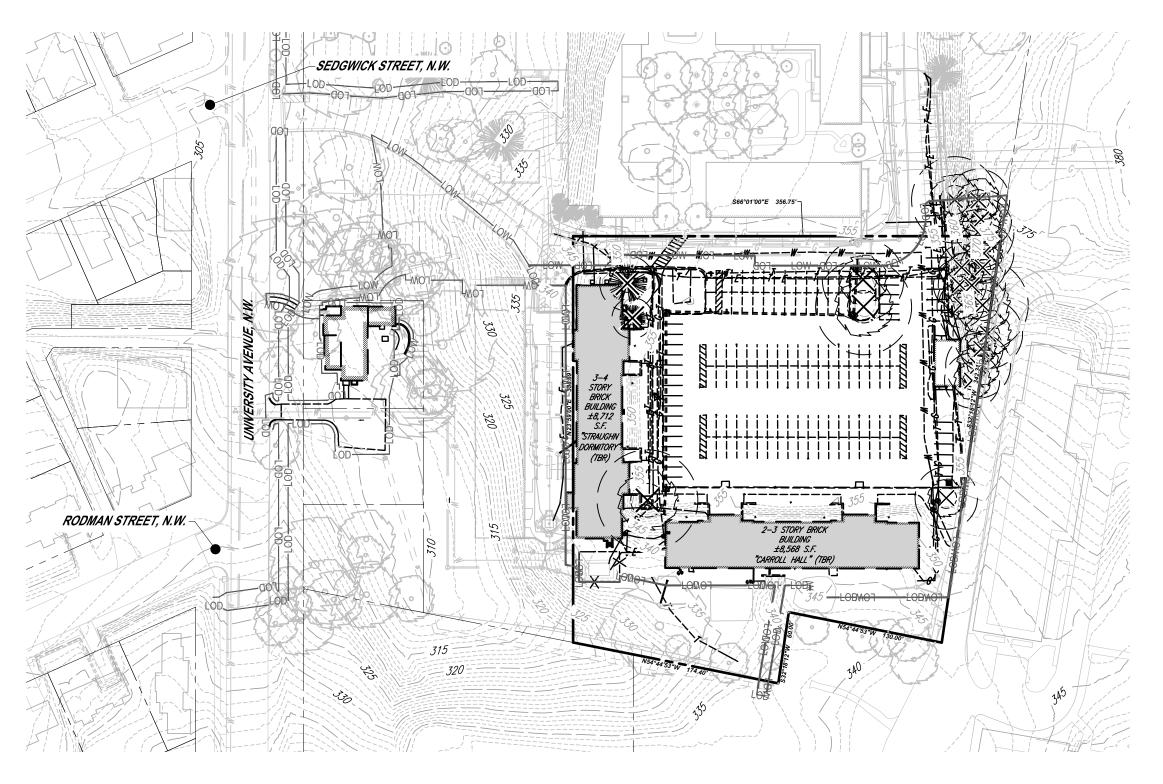






SECTION B-B





DEMOLITION PLAN NARRATIVE

THERE ARE TWO EXISTING PARKING LOTS, TWO RESIDENTIAL BUILDINGS, AND ONE ADMINISTRATIVE BUILDING ON SITE THAT ARE TO BE DEMOLISHED. THERE ARE HERITAGE TREES ON SITE THAT ARE TO BE PROTECTED. TREE REMOVAL PERMITS WILL BE **OBTAINED THROUGH DDOT** WHEN APPLICABLE.

DEMOLITION PLAN LEGEND

LIMITS OF DISTURBANCE

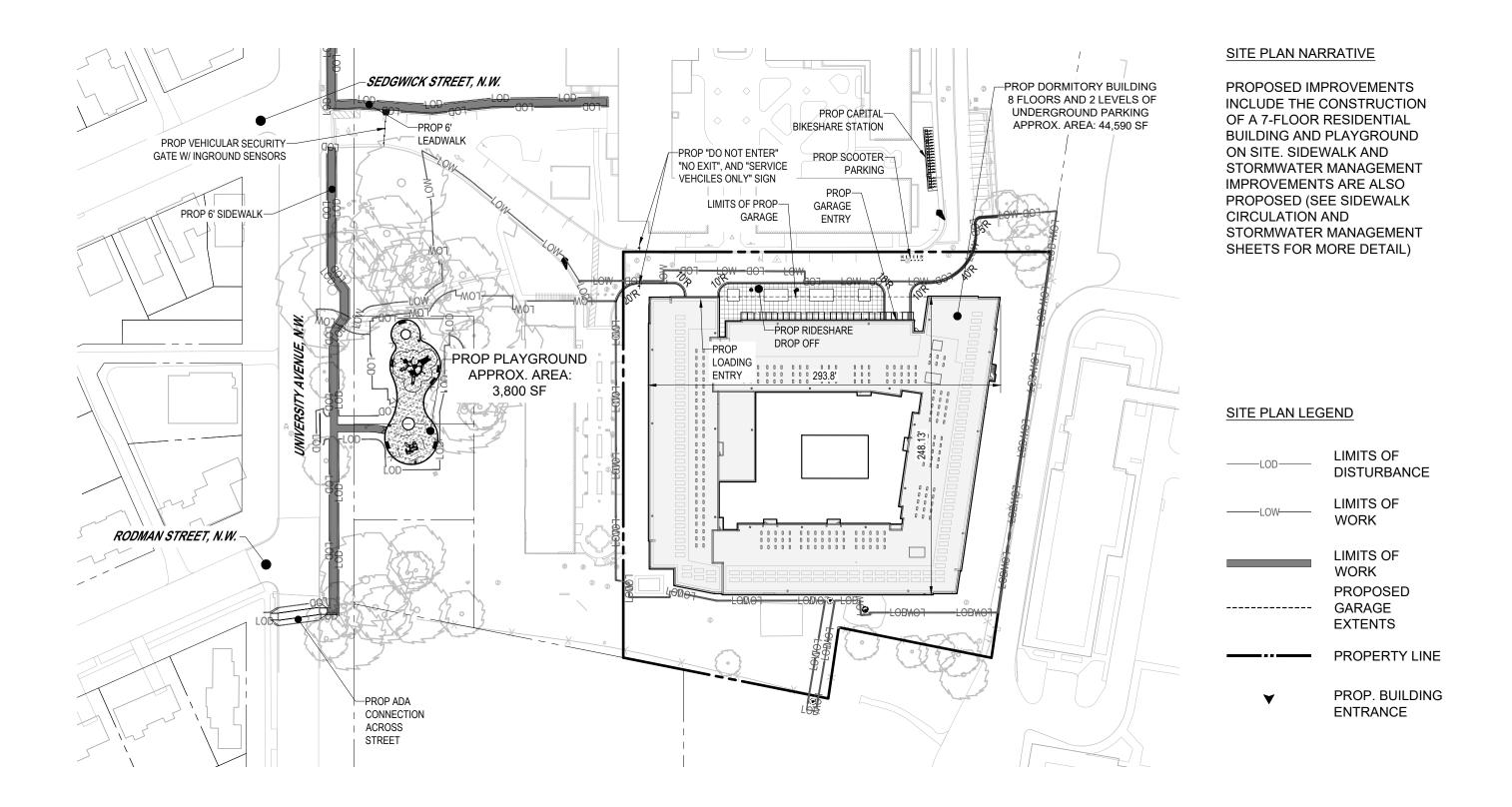
LIMITS OF WORK

BUILDING TO BE REMOVED





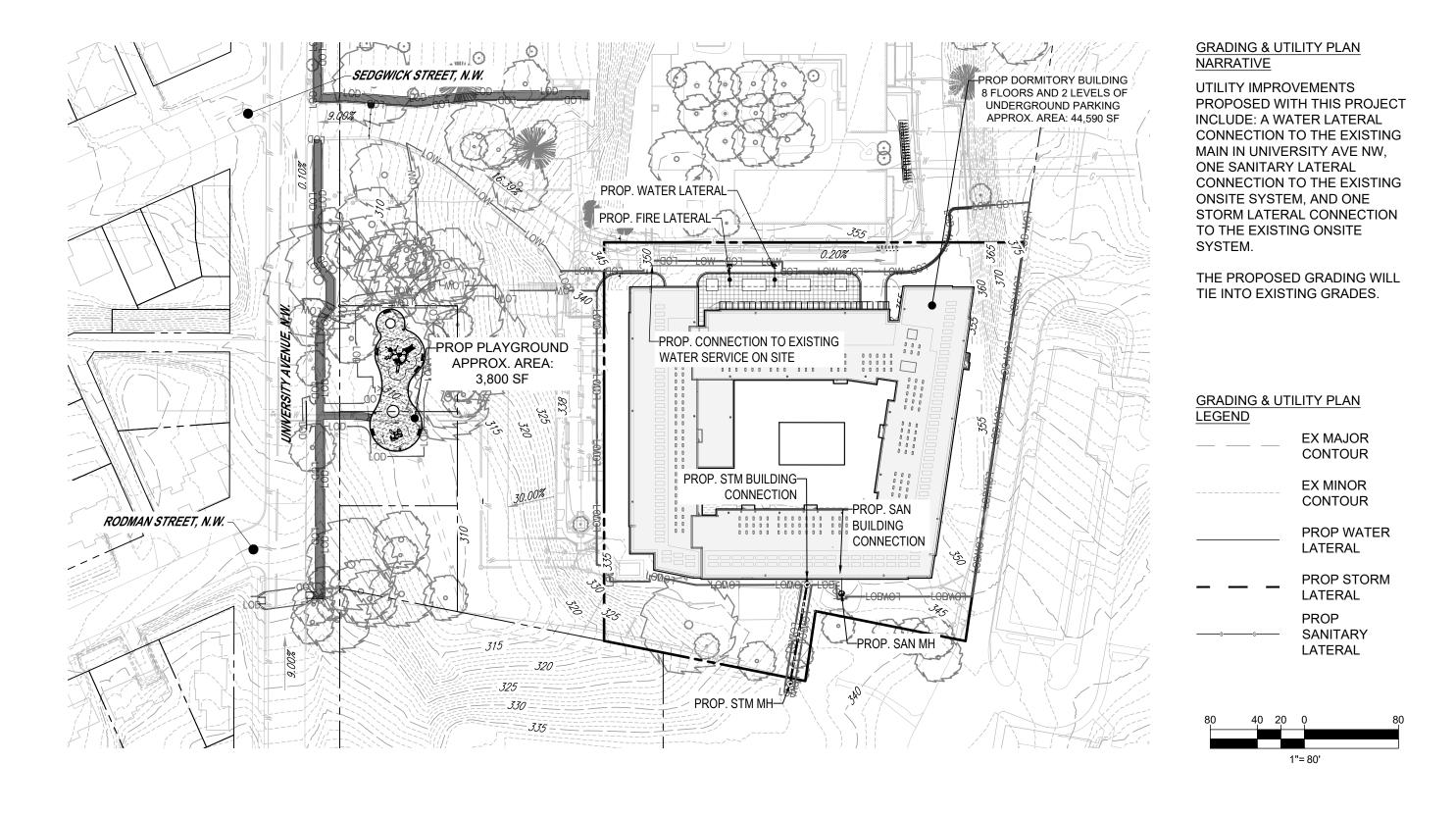








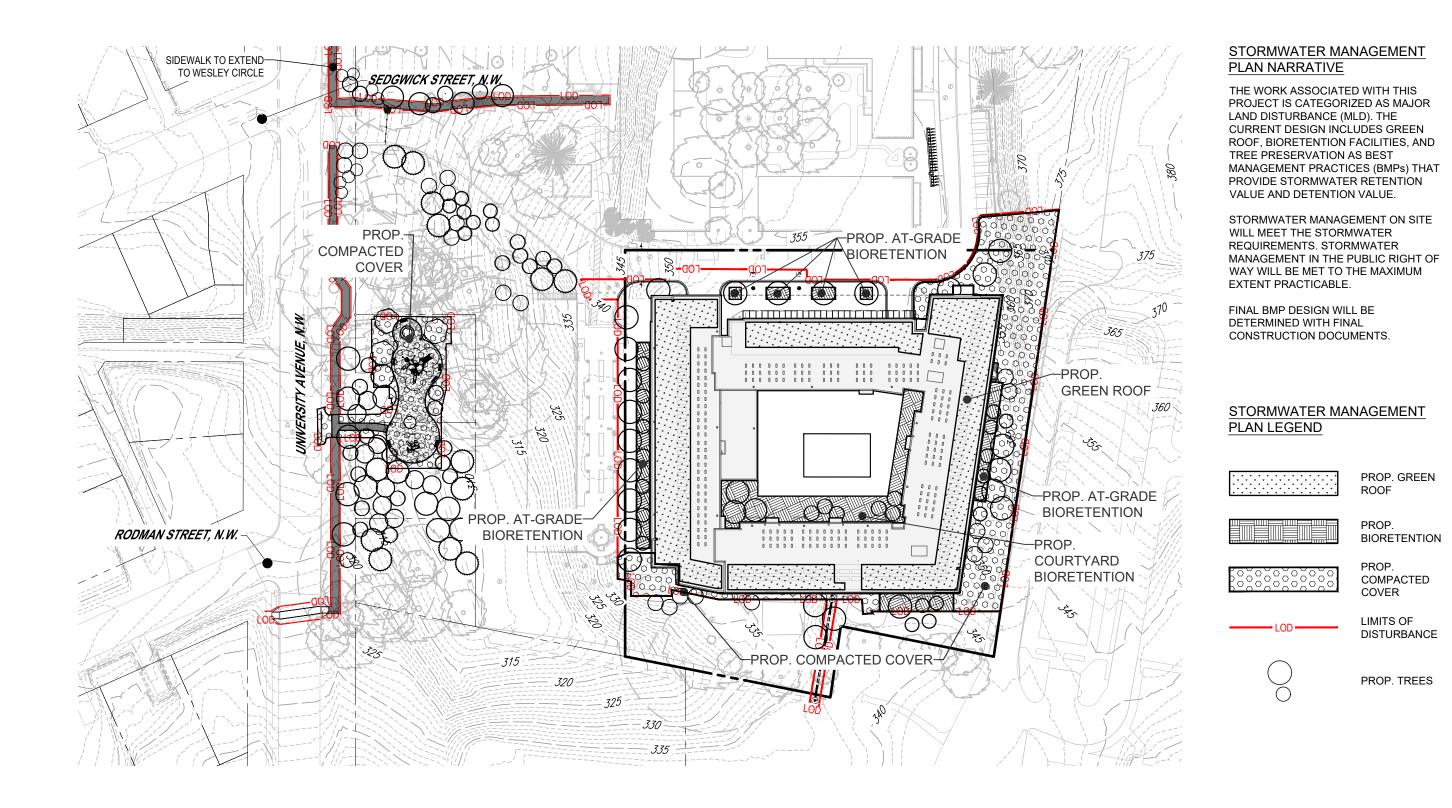










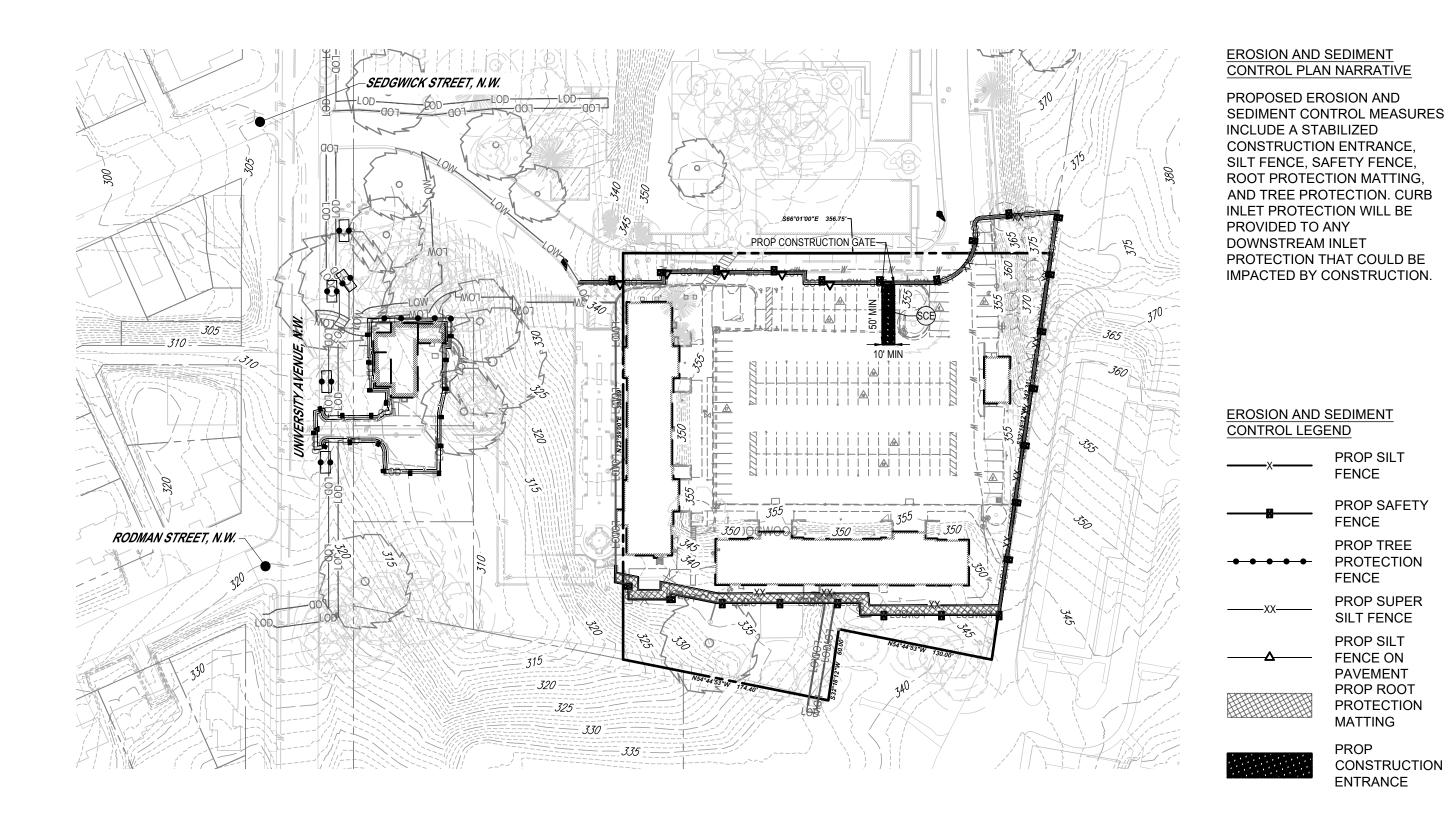








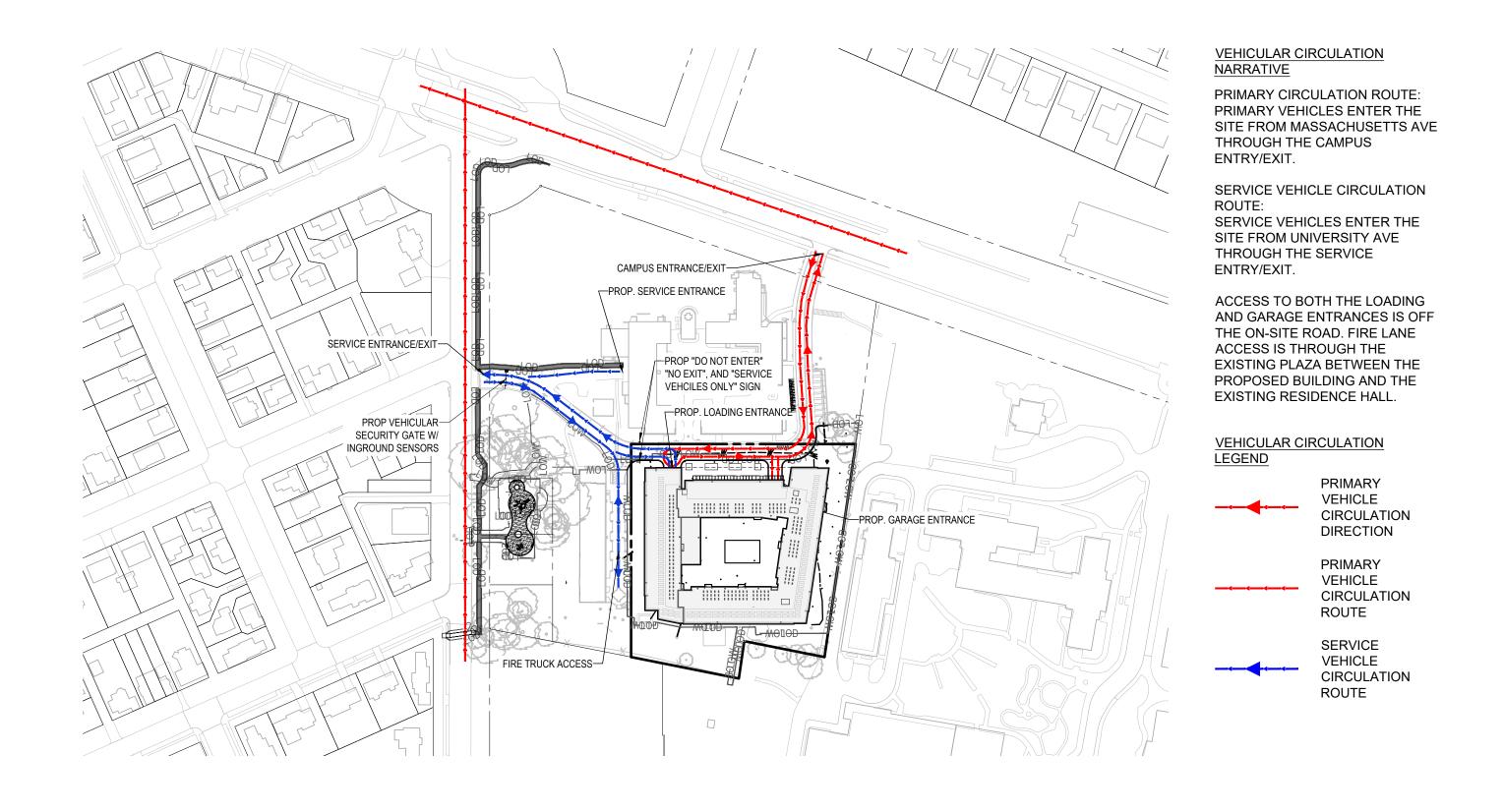














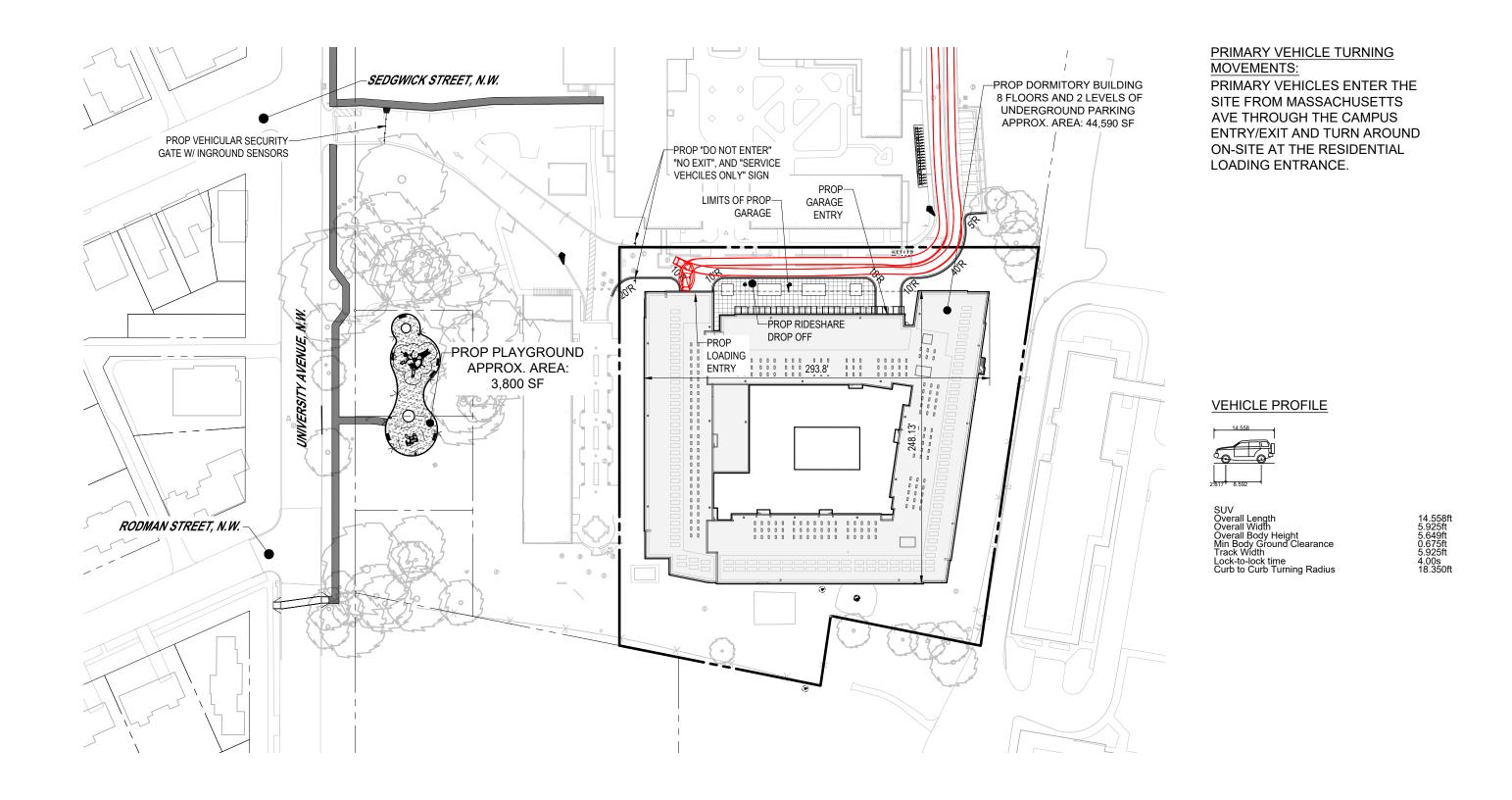
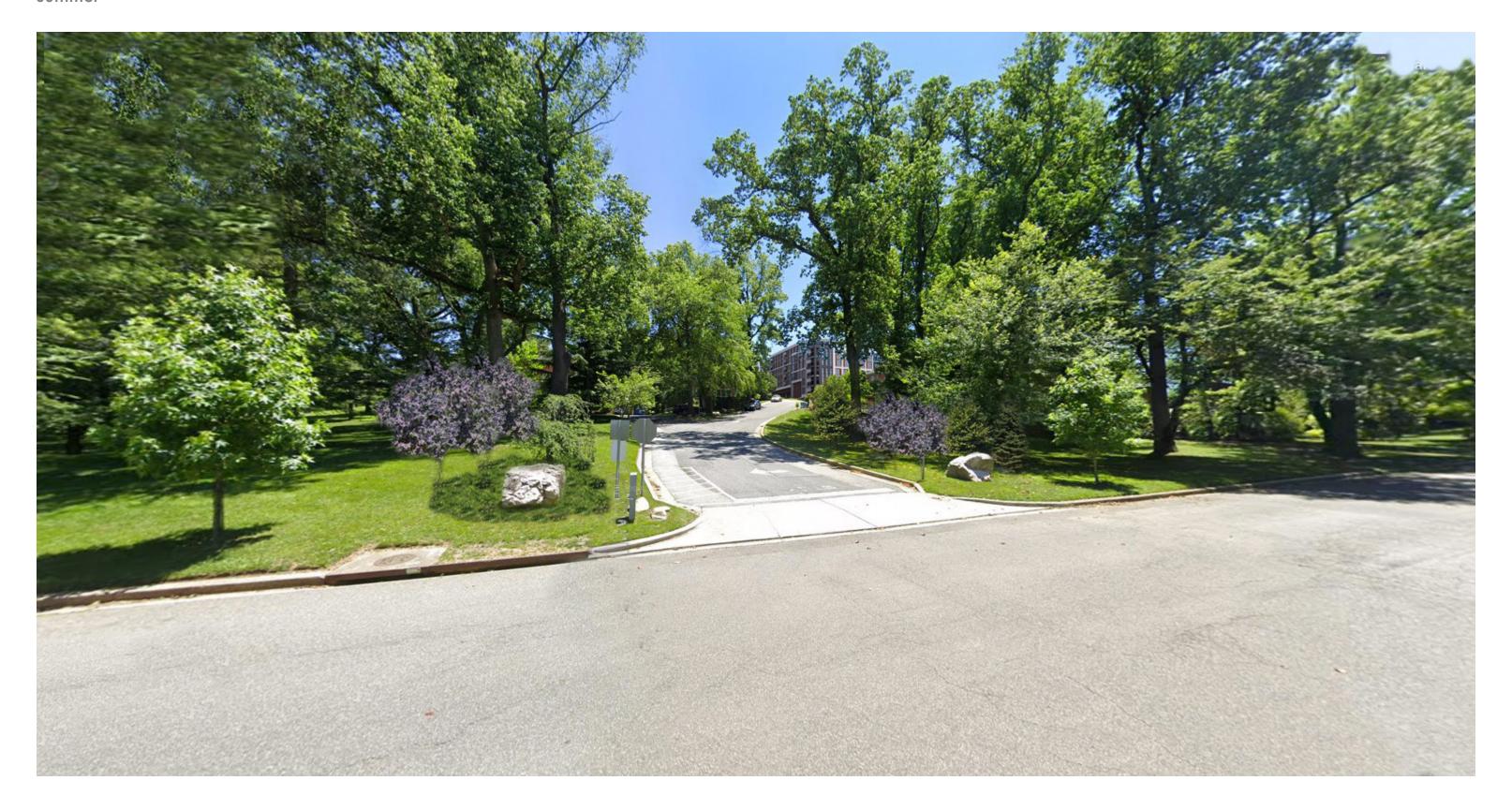




EXHIBIT 2





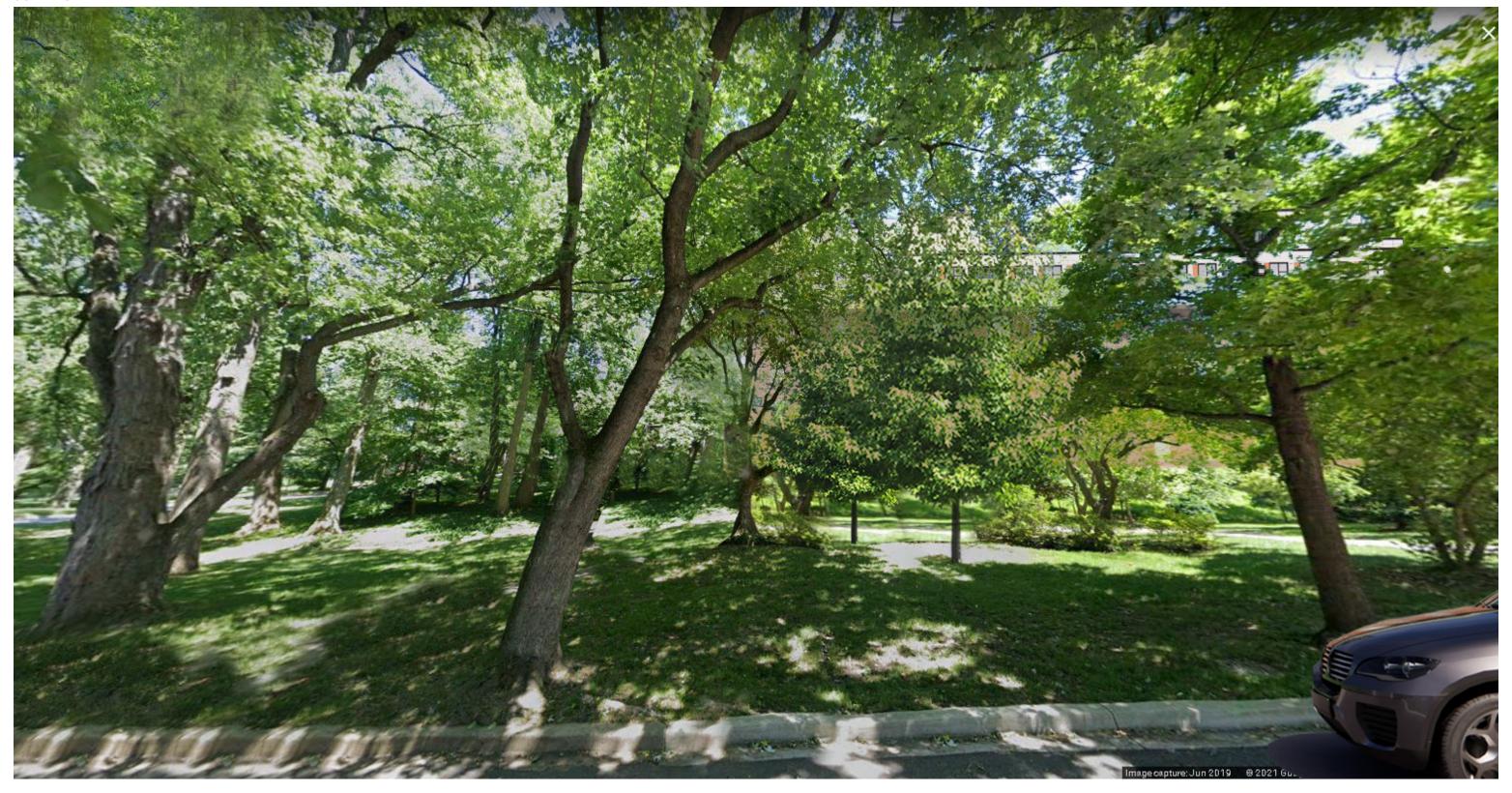








Summer









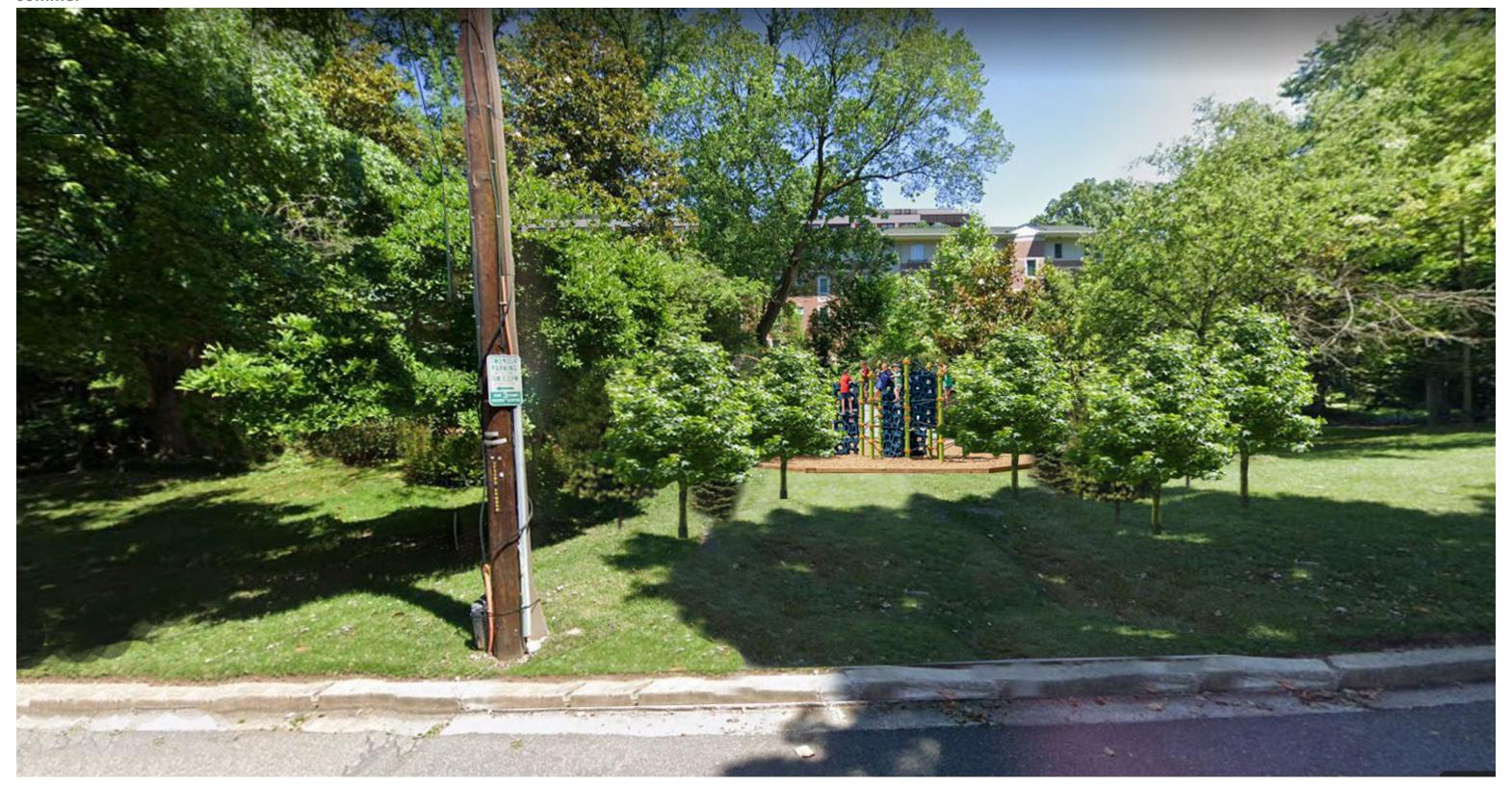












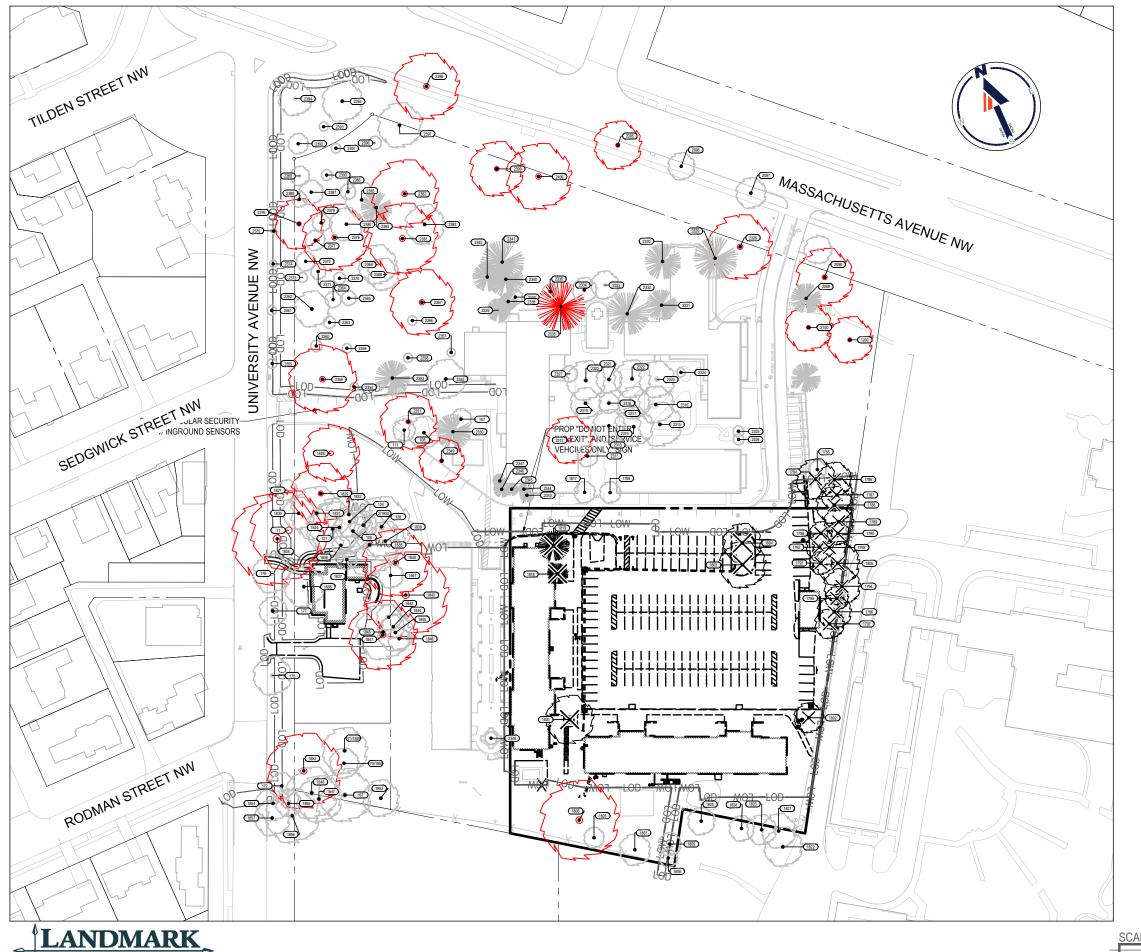








EXHIBIT 3



INVENTORY PLAN NARRATIVE

THERE ARE NUMEROUS SPECIAL TREES LOCATED AROUND THE WESLEY THEOLOGICAL SEMINARY CAMPUS. THERE ARE (27) HERITAGE TREES THAT WILL BE PRESERVED ON THROUGH THIS PROJECT. THE MAJORITY OF THE EXISTING VEGETATION CONSISTS OF LARGE HEALTHY NATIVE TREES. THE TREES OFFER MODERATE BIODIVERSITY AND SHOULD BE CONSIDERED A MODERATE TO WELL AGED GROUPING OF TREES.

INVENTORY PLAN LEGEND

EXISTING DRIP LINE TO REMAIN



EXISTING TREES TO REMAIN



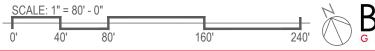
EXISTING TREES TO BE REMOVED



EXISTING HERITAGE TREES TO REMAIN



TREE TAG NUMBER



PROPERTIES

EXISTING TREE CONDITION ANALYSIS												
				Wesley The			Massachusetts			C 20016		
	PERFORMED BY NICHOLAS GEORGAS, ISA CERTIFIED ARBOR							MA-5061A	ON 05/21/2020 an	d 08/02/2023		
	COMMON NAME	BOTANICAL NAME	CONDITION	CIRCUMFERENCE	DIAMETER (DBH)	CRITICAL ROOT ZONE (CRZ)	STRUCTURAL ROOT ZONE (SRZ)	REMOVE	GAR PRESERVATION	UFA TREE	NATIVE	COMMENTS
-	COMMON NAME	BOTANICAL NAME	%	INCHES	INCHES	FEET	FEET	REWIOVE	CODE	CLASSIFICATION	NATIVE	COMMENTS
11	Tulip Poplar	Liriodendron tulipifera	90%	128.43"	40.90"	61.35'	20.45'		B8	Heritage Tree	Х	Dieback
107	Hemlock Silver Maple	Tsuga canadensis Acer saccharinum	80%	45.85" 70.50"	14.60" 22.45"	21.90'	7.30' 11.23'		B6 B7	Special Tree Special Tree	X	Minor dieback, Crooked X2 Trunk, Trunk scar, Lean
108	Weeping Cherry	Acer saccharinum Prunus subhirtella	70% 65%	70.50"	11.20"	16.80'	11.23° 5.60'		B7 B5	N/A	Х	Crown dieback, Crooked
121	Tulip Poplar	Liriodendron tulipifera	90%	88.24"	28.10"	42.15'	14.05'		B8	Special Tree	х	Crooked
124	Tulip Poplar	Liriodendron tulipifera	85%	49.30"	15.70"	23.55'	7.85'		B6	Special Tree	Х	Minor dieback
126	Tulip Poplar	Liriodendron tulipifera	90%	69.08"	22.00"	33.00'	11.00'		B7	Special Tree	Х	
128	Tulip Poplar Tulip Poplar	Liriodendron tulipifera Liriodendron tulipifera	95% 90%	98.60"	31.40"	47.10' 41.85'	15.70' 13.95'		B8	Special Tree Special Tree	X	Low branching angle
167 172	Hemlock	Tsuga sp.	80%	87.61" 43.02"	27.90" 13.70"	20.55'	6.85'		B8 B6	N/A	X	Dieback
175	Sugar Maple	Acer saccharum	55%	63.12"	20.10"	30.15'	10.05'		B7	Special Tree	X	Major trunk scar, Codominant leader, Dieback
177	Sweetgum	American sweetgum	95%	46.16"	14.70"	22.05'	7.35'		B6	Special Tree	Х	
178	Littleleaf Linden	Tilia cordata	80%	63.43"	20.20"	30.30'	10.10'		B7	Special Tree	Х	Low branching angle
1200 1547	Black Cherry	Prunus serotina	65%	100.48"	32.00"	48.00'	16.00'		B8	Heritage Tree Special Tree	X	Codominant leader, Vine growth, Dieback
1547	Basswood Tulip Poplar	Tilia americana Liriodendron tulipifera	80% 95%	78.19" 84.78"	24.90" 27.00"	37.35' 40.50'	12.45' 13.50'		B8 B8	Special Tree	×	Codominant leader
1784	Littleleaf Linden	Tilia cordata	60%	75.99"	24.20"	36.30'	12.10'	х	B8	Special Tree	X	Vine growth, Codominant leader, Low branching angle, Leaning, Trunk scar
1785	Mulberry	Morus alba	70%	29.83"	9.50"	14.25'	4.75'		B5	N/A		Low branching angle
1786	Honey Locust	Gleditsia triacanthos	55%	56.21"	17.90"	26.85'	8.95'	Х	B6	Special Tree	Х	Leaning, Fungal growth, Low branching angle
1787	American Elm Honey Locust	Ulmus americana Gleditsia triacanthos	45%	52.98"	16.87"	25.31'	8.44'	X	B6	Special Tree Special Tree	X	X2 Trunk, Vine growth, Dieback Major trunk scar, Major dieback
1788 1789	Honey Locust	Gleditsia triacantnos Gleditsia triacanthos	40% 5%	60.92" 52.44"	19.40" 16.70"	29.10' 25.05'	9.70' 8.35'	X X	B7 B6	Special Tree	X	Possibly dead, Major dieback, Major vine growth
1790	American Elm	Ulmus americana	55%	40.51"	12.90"	19.35'	6.45'	X	B6	N/A	X	Major lean, Low branching angle, Vine growth
1791	Honey Locust	Gleditsia triacanthos	50%	39.57"	12.60"	18.90'	6.30'	х	B6	N/A	х	Major dieback, Fungal growth
1792	Black cherry	Prunus serotina	90%	46.16"	14.70"	22.05'	7.35'	Х	B6	Special Tree		Minor vine growth
1793	Honey Locust	Gleditsia triacanthos	20%	59.66"	19.00"	28.50'	9.50'	Х	B7	Special Tree	Х	Possibly dead, Minor vine growth
1794	Honey Locust Black cherry	Gleditsia triacanthos	40% 85%	61.42"	19.56"	29.34'	9.78'	X	B7	Special Tree	Х	X3 Trunk, Low branching angle, Vine growth
1795 1796	Honey Locust	Prunus serotina Gleditsia triacanthos	30%	38.63" 56.52"	12.30" 18.00"	18.45' 27.00'	6.15' 9.00'	X	B6 B7	N/A Special Tree	×	Leaning, Vine growth Vine growth, Major dieback, Trunk cankers
1797	Mulberry	Morus alba	90%	48.67"	15.50"	23.25'	7.75'	X	B6	Special Tree	_^_	Tine grown, major diebeek, Trank cankers
1798	Honey Locust	Gleditsia triacanthos	80%	39.88"	12.70"	19.05'	6.35'		B6	N/A	х	Codominant leader
1799	Kousa Dogwood	Cornus kousa	80%	41.74"	13.29"	19.94'	6.65'		B6	N/A		X3 Trunk, Minor trunk scar
1802	Chinese Magnolia	Magnolia × soulangeana	80%	54.14"	17.24"	25.86'	8.62'	Х	B6	Special Tree		X4 Trunk
1803	Red Maple	Acer rubrum	60%	84.78"	27.00"	40.50'	13.50'	Х	B8	Special Tree	X	Lichen growth, Dieback, Major trunk scar
1804 1805	Red Maple Eastern White Pine	Acer rubrum Pinus strobus	30% 80%	70.97" 79.45"	22.60" 25.30"	33.90' 37.95'	11.30' 12.65'	X	B7 B8	Special Tree Special Tree	X	Major trunk scar, Codominant leader, Major dieback Minor dieback, Leaning, Vine growth
1806	Tulip Poplar	Liriodendron tulipifera	90%	162.66"	51.80"	77.70'	25.90'	^	B8	Heritage Tree	×	minor dioback, coaring, vine grown
1807	Silver Maple	Acer saccharinum	80%	68.77"	21.90"	32.85'	10.95'		B7	Special Tree	X	Codominant leader
1808	Tulip Poplar	Liriodendron tulipifera	85%	39.88"	12.70"	19.05'	6.35'		B6	N/A	Х	
1809	Tulip Poplar	Liriodendron tulipifera	70%	50.24"	16.00"	24.00'	8.00'		B6	Special Tree	Х	Codominant leader
1817	Kousa Dogwood Chinese Holly	Cornus kousa	85%	43.40"	13.82"	20.73'	6.91'	.,	B6	N/A		X4 Trunk
1818 1819	Chinese Holly	llex comuta	85% 70%	35.17" 47.98"	11.20" 15.28"	16.80' 22.92'	5.60' 7.64'	X	B5 B6	N/A Special Tree		X3 Trunk, Dieback
1820	Thornless Honevlocust	Gleditsia triacanthos form inermis	80%	87.92"	28.00"	42.00'	14.00'	X	B8	Special Tree	×	Lichen growth, Trunk scar
1821	River Birch	Betula nigra	80%	57.91"	18.44"	27.66'	9.22'		B7	Special Tree	X	X3 Trunk, Leaning
1822	Zelkova	Zelkova serrata	95%	64.69"	20.60"	30.90'	10.30'		B7	Special Tree		Low branching angle
1823	River Birch	Betula nigra	90%	49.68"	15.82"	23.73'	7.91'		B6	Special Tree	Х	X3 Trunk
1824	River Birch	Betula nigra Betula nigra	90%	41.74"	13.29"	19.94'	6.65'		B6	N/A Special Tree	X	X3 Trunk
1825 1826	River Birch Thornless Honeylocust	Gleditsia triacanthos form inermis	95% 80%	44.78" 36.43"	14.26" 11.60"	21.39' 17.40'	7.13' 5.80'		B6 B5	N/A	X	X3 Trunk Cut back
1827	Red Maple	Acer rubrum	80%	33.60"	10.70"	16.05'	5.35'		B5	N/A	×	Low branching angle
1828	Tulip Poplar	Liriodendron tulipifera	95%	120.58"	38.40"	57.60'	19.20'		B8	Heritage Tree	X	
1829	Tulip Poplar	Liriodendron tulipifera	80%	100.17"	31.90"	47.85'	15.95'		B8	Heritage Tree	Х	Codominant leader, Crooked
1830	Littleleaf Linden	Tilia cordata	65%	52.76"	16.80"	25.20'	8.40'		B6	Special Tree	Х	Crooked, Leaning, Lichen growth, Dieback
1831	Tulip Poplar	Liriodendron tulipifera	85%	86.35"	27.50"	41.25'	13.75'		B8	Special Tree	Х	Crown dieback Crooked, Lichen growth
1832 1834	Tulip Poplar Tulip Poplar	Liriodendron tulipifera Liriodendron tulipifera	80% 90%	76.93" 99.23"	24.50" 31.60"	36.75' 47.40'	12.25' 15.80'		B8 B8	Special Tree Special Tree	X	Crooked, Lichen growth Lichen growth, Crooked
1835	Silver Maple	Acer saccharinum	70%	153.24"	48.80"	73.20'	24.40'		B8	Heritage Tree	X	Codominant leader, Low branching angle, Crooked, Dieback
1836	American Holly	llex opaca	85%	33.29"	10.60"	15.90'	5.30'		B5	N/A	X	
1837	American Holly	llex opaca	85%	36.74"	11.70"	17.55'	5.85'		B5	N/A	Х	
1838	Tulip Poplar	Liriodendron tulipifera	95%	99.86"	31.80"	47.70'	15.90'		B8	Special Tree	Х	Low branching angle
1839 1840	Littleleaf Linden Tulip Poplar	Tilia cordata Liriodendron tulipifera	70% 95%	64.06" 109.28"	20.40" 34.80"	30.60' 52.20'	10.20' 17.40'		B7 B8	Special Tree Heritage Tree	X	Dieback, Low branching angle
1841	Hemlock	Tsuga sp.	80%	42.08"	13.40"	20.10'	6.70'		B6	N/A	X	Dieback
1842	Hemlock	Tsuga sp.	60%	43.96"	14.00"	21.00'	7.00'		B6	N/A	X	Major dieback
1843	Tulip Poplar	Liriodendron tulipifera	75%	140.05"	44.60"	66.90'	22.30'		B8	Heritage Tree	Х	Dieback, Trunk scar
1844	Hemlock	Tsuga sp.	80%	37.68"	12.00"	18.00'	6.00'		B6	N/A	Х	Dieback, Leaning
1845	Tulip Poplar	Liriodendron tulipifera	95%	59.98"	19.10"	28.65'	9.55'		B7	Special Tree	X	Possible dieback in crown
1846 1847	Littleleaf Linden American elm	Tilia cordata Ulmus americana	80% 75%	41.14" 113.36"	13.10" 36.10"	19.65' 54.15'	6.55' 18.05'		B6 B8	N/A Heritage Tree	X	Codominant leader, Major lean, Cut back, Dieback
1847	Tulip Poplar	Liriodendron tulipifera	75% 80%	113.36" 84.47"	26.90"	54.15° 40.35°	18.05		B8	Special Tree	X	Hazardous, Dieback in crown,
					l				1			
1852	Trident Maple	Acer buergerianum	70%	59.98"	19.10"	28.65'	9.55'		B7	Special Tree		X2 Trunk, Codominant leader, Low branching angle, Cut back,
1853	Tulip Poplar	Liriodendron tulipifera	90%	122.78"	39.10"	58.65'	19.55'		B8	Heritage Tree	Х	Codominant leader
1854	Littleleaf Linden	Tilia cordata	75%	56.52"	18.00"	27.00'	9.00'		B7	Special Tree	Х	Minor lean
1855 1856	Norway Maple Basswood	Acer platanoides	85%	43.02" 88.87"	13.70"	20.55'	6.85'		B6	N/A Special Tree	X	Minor lean Dieback, Crooked
1856	Sugar Maple	Tilia americana Acer saccharum	70% 80%	58.87" 58.41"	28.30" 18.60"	42.45' 27.90'	14.15' 9.30'		B8 B7	Special Tree	×	Trunk scar. Codominant leader
1857	Southern Magnolia	Magnolia grandiflora	75%	66.26"	21.10"	31.65'	10.55'		B7	Special Tree	<u> </u>	Minor trunk scar, Low branching angle, Codominant leader
2095	Pin Oak	Quercus palustris	85%	104.88"	33.40"	50.10'	16.70'		B8	Heritage Tree	Х	
2096	Northern Red Oak	Quercus rubra	65%	59.35"	18.90"	28.35'	9.45'		B7	Special Tree	х	Crown dieback, Limbed up
2097	Pin Oak	Quercus palustris	70%	66.89"	21.30"	31.95'	10.65'		B7	Special Tree	Х	Crooked, Limbed up, Dieback
2098	Tulip Poplar	Liriodendron tulipifera	85%	125.92"	40.10"	60.15'	20.05'		B8	Heritage Tree		
2099	Black Pine Black Cherry	Pinus thunbergii Prunus serotina	70% 60%	65.00"	20.70"	31.05'	10.35'		B7	Special Tree	V	Crooked Codominant leader Trunk scar Vine growth Dishack
2100 2311	Kousa Dogwood	Cornus kousa	85%	102.68" 45.75"	32.70" 14.57"	49.05' 21.86'	16.35' 7.29'		B8 B6	Heritage Tree Special Tree	Х	Codominant leader, Trunk scar, Vine growth, Dieback X5 Trunk, Minor dieback, Limbed up
2312	Ash Tree	Fraxinus	70%	101.43"	32.30"	48.45'	16.15'		B8	Heritage Tree	X	Trunk scar, Dieback, Minor vine growth, Lichen growth

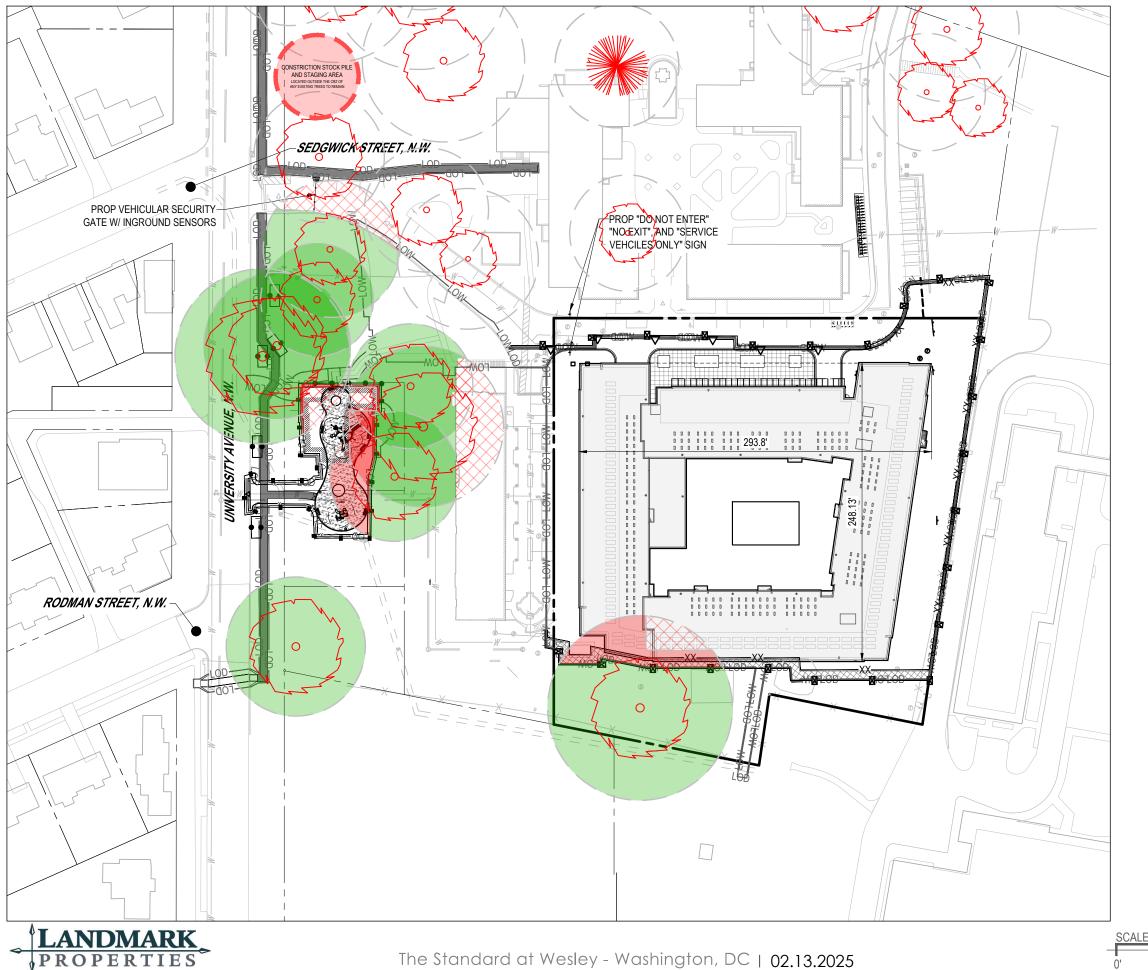
INVENTORY SCHEDULE LEGEND

EXISTING HERITAGE TREES



EXISTING TREE CONDITION ANALYSIS												
				Wesley The	ological S	eminary 4500	Massachusetts .	Ave NW, V	Vashington, DC	20016		
PERFORMED BY NICHOLAS GEORGAS, ISA CERTIFIED ARBORIST MA-5061A ON 05/21/2020 and 08/02/2023												
#	COMMON NAME	BOTANICAL NAME	CONDITION	CIRCUMFERENCE	DIAMETER (DBH)	ZONE (CRZ)	STRUCTURAL ROOT ZONE (SRZ)	REMOVE	GAR PRESERVATION	UFA TREE CLASSIFICATION	NATIVE	COMMENTS
2313	Willow Oak	Quercus phellos	% 80%	70.65"	22.50"	FEET 33.75'	FEET 11.25'		CODE B7	Special Tree	×	Codominant leader, Lichen growth
2314	Willow Oak	Quercus phellos	85%	85.10"	27.10"	40.65'	13.55'		B8	Special Tree	X	Codominant leader, Arrow sculpture
2315	Willow Oak	Quercus phellos	80%	95.46"	30.40"	45.60'	15.20'		B8	Special Tree	X	Limbed up, Arrow sculpture
2316	Willow Oak	Quercus phellos	85%	79.76"	25.40"	38.10'	12.70'		B8	Special Tree	X	Codominant leader, Arrow sculpture
2317	Willow Oak	Quercus phellos	80%	70.03"	22.30"	33.45'	11.15'		B7	Special Tree	Х	Codominant leader, Arrow sculpture, Weak branching angle
2318	Willow Oak	Quercus phellos	80%	44.91"	14.30"	21.45'	7.15'		B6	Special Tree	Х	Minor lichen
2319	Willow Oak	Quercus phellos	80%	67.83"	21.60"	32.40'	10.80'		B7	Special Tree	Х	Codominant leader, Lichen, Dieback
2320	Willow Oak	Quercus phellos	85%	86.04"	27.40"	41.10'	13.70'		B8	Special Tree	Х	Minor lichen, Limbed up
2321	Willow Oak	Quercus phellos	85%	57.47"	18.30"	27.45'	9.15'		B7	Special Tree	Х	Minor dieback, codominant leader
2322	Willow Oak	Quercus phellos	85%	81.96"	26.10"	39.15'	13.05'		B8	Special Tree	X	Minor dieback, codominant leader
2323	Willow Oak Cutleaf Japanese Maple	Quercus phellos Acer palmatum var. dissectum	80%	79.13"	25.20"	37.80'	12.60'		B8	Special Tree	Х	Codominant leader, Arrow sculpture Minor dieback, codominant leader
2324 2325	Crape Myrtle	Lagerstroemia	85% 80%	19.47" 23.59"	6.20" 7.51"	9.30' 11.27'	3.10' 3.76'		B5 B5	N/A N/A		X4 trunk
2326	Crape Myrtle	Lagerstroemia	85%	23.87"	7.60"	11.40'	3.80'		B5	N/A		X4 trunk
2327	Palmatum Japanese Maple	Acer palmatum	80%	36.24"	11.54"	17.31'	5.77'		B5	N/A		X5 Trunk, Minor trunk scar, Minor lichen
2328	American Sycamore	Platanus occidentalis	85%	139.73"	44.50"	66.75'	22.25'		B8	Heritage Tree	Х	Crooked, Leaning, Minor dieback
2329	Southern Magnolia	Magnolia grandiflora	80%	93.39"	29.74"	44.61'	14.87'		B8	Special Tree	Х	X2 Trunk, Trunk scar, Close to building
2330	Norway Spruce	Picea abies	75%	78.50"	25.00"	37.50'	12.50'		B8	Special Tree		Limbed up
2331	Norway Spruce	Picea abies	80%	67.20"	21.40"	32.10'	10.70'		B7	Special Tree		Dieback, Limbed up
2332	Southern Magnolia	Magnolia grandiflora	60%	93.26"	29.70"	44.55'	14.85'		B8	Special Tree	Х	Codominant leader, Close to building
2333	Bradford Pear	Pryrus calleryana	75%	61.55"	19.60"	29.40'	9.80'		B7	Special Tree		Major dieback, Weak branching angle
2334	Bradford Pear	Pryrus calleryana	75%	54.33"	17.30"	25.95'	8.65'		B6	Special Tree Heritage Tree	V	Weak branching angle Leaning, Close to building
2335 2336	Eastern white Pine Swamp White Oak	Pinus strobus Quercus bicolor	80% 90%	108.02" 33.60"	34.40" 10.70"	51.60' 16.05'	17.20' 5.35'		B8 B5	Heritage Tree N/A	X	Leaning, Close to building Codominant leader, Minor dieback
2336	American Sycamore	Quercus bicolor Platanus occidentalis	90%	33.60"	10.70"	15.05	5.35	 	B5	N/A N/A	X	Crooked, Leaning
2338	American Holly	llex opaca	85%	50.24"	16.00"	24.00'	8.00'		B6	Special Tree	X	Crooked, Edining Crooked, Trunk scar
2339	American Holly	llex opaca	80%	50.56"	16.10"	24.15'	8.05'		B6	Special Tree	X	Codominant leader
2340	Eatsern White Pine	Pinus strobus	75%	76.31"	24.30"	36.45'	12.15'		B8	Special Tree	X	Crooked, Dieback
2341	Eatsern White Pine	Pinus strobus	80%	92.95"	29.60"	44.40'	14.80'		B8	Special Tree	Х	Minor dieback, Broken branch
2342	Eatsern White Pine	Pinus strobus	70%	63.43"	20.20"	30.30'	10.10'		B7	Special Tree	Х	Major crooked
2343	Chinese Holly	llex cornuta	80%	30.27"	9.64"	14.46'	4.82'		B5	N/A		X3 Trunk
2344	Chinese Holly	llex cornuta	80%	22.93"	7.30"	10.95	3.65'		B5	N/A		Trunk scar
2345	Chinese Holly	llex cornuta	85%	27.64"	8.80"	13.20'	4.40'		B5	N/A		
2346	Chinese Holly	llex cornuta	85%	34.54"	11.00"	16.50'	5.50'		B5	N/A		Limbed up
2347 2348	Chinese Holly Ginkgo	Ilex cornuta Ginkgo biloba	80% 90%	30.12" 27.64"	9.59" 8.80"	14.39' 13.20'	4.80' 4.40'		B5 B5	N/A N/A		X2 trunk
2348	Tulip Poplar	Liriodendron tulipifera	85%	122.78"	39.10"	58.65'	19.55'		B8	Heritage Tree		Close to curb
2350	Eastern white pine	Pinus strobus	80%	76.31"	24.30"	36.45'	12.15'		B8	Special Tree	X	Dieback
2351	Pin Oak	Quercus palustris	80%	108.33"	34.50"	51.75'	17.25'		B8	Heritage Tree	X	Minor dieback
2352	Deodar Cedar	Cedrus deodara	90%	85.10"	27.10"	40.65'	13.55'		B8	Special Tree		Minor dieback
2353	Deodar Cedar	Cedrus deodara	90%	80.39"	25.60"	38.40'	12.80'		B8	Special Tree		
2354	Yoshino Cherry	Prunus x yedoensis	70%	19.47"	6.20"	9.30'	3.10'		B5	N/A		Dieback, Trunk scar
2355	American Sweetgum	Liquidambar styraciflua	90%	21.36"	6.80"	10.20'	3.40'		B5	N/A	Х	Minor trunk scar
2356	Tulip Poplar	Liriodendron tulipifera	90%	113.99"	36.30"	54.45'	18.15'		B8	Heritage Tree		Minor lean
2357	Black Tupelo	Nyssa sylvatica	90%	19.16"	6.10"	9.15'	3.05'		B5	N/A		Minor crooked, Codominant leader
2358 2359	American Sycamore Swamp White Oak	Platanus occidentalis Quercus bicolor	90%	20.73"	6.60" 6.70"	9.90' 10.05'	3.30' 3.35'		B5 B5	N/A N/A	X	Minor crooked Minor dieback
2359	Yoshino Cherry	Prunus x yedoensis	80%	25.44"	8.10"	12.15'	3.35 4.05'		B5	N/A N/A	X	Codominant leader, Low branching angle, Limbed up
2361	American Sweetgum	Liquidambar styraciflua	90%	20.73"	6.60"	9.90'	3.30'		B5	N/A	×	Codominant leader, Low branching angle, Limber up
2362	Pin Oak	Quercus palustris	80%	78.19"	24.90"	37.35'	12.45'		B8	Special Tree	X	Dieback, Limbed up
2363	Yoshino Cherry	Prunus x yedoensis	85%	26.69"	8.50"	12.75'	4.25'		B5	N/A		Codominant leader
2364	Weeping Cherry	Prunus subhirtella	60%	35.80"	11.40"	17.10'	5.70'		B5	N/A		Dieback
2365	Weeping Cherry	Prunus subhirtella	60%	32.35"	10.30"	15.45'	5.15'		B5	N/A		Dieback
2366	Black Tupelo	Nyssa sylvatica	90%	20.73"	6.60"	9.90'	3.30'		B5	N/A		
2367	American Elm	Ulmus americana	75%	141.62"	45.10"	67.65'	22.55'		B8	Heritage Tree	Х	Dieback, Trunk scar, Crooked, Codominant leader
2368	American Elm	Ulmus americana	50%	69.71"	22.20"	33.30'	11.10'		B7	Special Tree Special Tree	X	Crooked, Dieback, Leaning
2369	American Elm	Ulmus americana	70%	85.41"	27.20"	40.80'	13.60'		B8	.,	Х	Crooked, Leaning, Codominant leader
2370 2371	Yoshino Cherry River Birch	Prunus x yedoensis Betula nigra	80% 90%	26.69" 34.83"	8.50" 11.09"	12.75' 16.64'	4.25' 5.55'	-	B5 B5	N/A N/A	×	Trunk scar, Limbed up X3 Trunk
2371	River Birch	Betula nigra	90%	42.43"	13.51"	20.27'	6.76'		B6	N/A	X	X3 Trunk
2372	River Birch	Betula nigra	90%	21.67"	6.90"	10.35'	3.45'		B5	N/A	X	X3 Trunk
2374	American Sweetgum	Liquidambar styraciflua	90%	16.02"	5.10"	7.65'	2.55'		N/A	N/A	х	Limbed up, Minor trunk scar
2375	American Sweetgum	Liquidambar styraciflua	80%	11.62"	3.70"	5.55'	1.85'		N/A	N/A	Х	Trunk scar
2376	Yoshino Cherry	Prunus x yedoensis	50%	109.59"	34.90"	52.35'	17.45'		B8	Heritage Tree		Major trunk scar, Dieback
2377	Yoshino Cherry	Prunus x yedoensis	80%	44.28"	14.10"	21.15'	7.05'		B6	Special Tree		Codominant leader, Minor dieback
2378	American Elm	Ulmus americana	85%	39.88"	12.70"	19.05'	6.35'		B6	N/A Haritaga Tras	X	Weak branching angle, Minor lean
2379 2380	American Sycamore Weeping Cherry	Platanus occidentalis Prunus subhirtella	90% 75%	144.44" 71.91"	46.00" 22.90"	69.00' 34.35'	23.00' 11.45'		B8 B7	Heritage Tree Special Tree	Х	Codominant leader Codominant leader, Limbed up
2380	Tulip Poplar	Liriodendron tulipifera	75% 80%	/1.91" 154.18"	49.10"	73.65'	24.55'		B8	Heritage Tree		Codominant leader, Limbed up Codominant leader, Dieback
2382	Red Maple	Acer rubrum	85%	86.98"	27.70"	41.55'	13.85'		B8	Special Tree	X	Minor lean
2383	Yoshino Cherry	Prunus x yedoensis	70%	147.58"	47.00"	70.50'	23.50'		B8	Heritage Tree		Codominant leader, Minor vine growth
2384	Eatsern White Pine	Pinus strobus	80%	67.51"	21.50"	32.25'	10.75'		B7	Special Tree	х	Limbed up
2384	American Sycamore	Platanus occidentalis	90%	74.42"	23.70"	35.55'	11.85'		B7	Special Tree	Х	
2385	Weeping Cherry	Prunus x yedoensis	65%	74.67"	23.78"	35.67'	11.89'		B7	Special Tree		X2 Trunk, Dieback, Minor vine growth, Lichen
2386	Northern Red Oak	Quercus rubra	90%	34.54"	11.00"	16.50'	5.50'		B5	N/A	Х	Codominant leader
2387	Yoshino Cherry	Prunus x yedoensis	80%	52.76"	16.80"	25.20'	8.40'		B6	Special Tree		Codominant leader, Minor dieback
2388	Swamp White Oak	Quercus bicolor	90%	34.23"	10.90"	16.35'	5.45'		B5	N/A	Х	Low hypophine anala Limbad up Ellere dishest.
2389 2390	Yoshino Cherry Red Maple	Prunus x yedoensis Acer rubrum	85% 90%	42.71" 23.55"	13.60" 7.50"	20.40'	6.80' 3.75'		B6 B5	N/A N/A	Х	Low branching angle, Limbed up, Minor dieback Trunk scar
2390	Red Maple	Acer rubrum Acer rubrum	90%	23.55"	6.80"	10.20	3.75	 	B5	N/A N/A	X	Trunk scar
2391	Yoshino Cherry	Prunus x yedoensis	85%	44.91"	14.30"	21.45'	7.15'		B6	Special Tree	<u> </u>	Codominant leader
2393	Red Maple	Acer rubrum	90%	20.41"	6.50"	9.75'	3.25'		B5	N/A	Х	Trunk scar
2395	Dawn Redwood	Metasequoia	90%	89.49"	28.50"	42.75'	14.25'		B8	Special Tree		
2396	Red Maple	Acer rubrum	80%	28.89"	9.20"	13.80'	4.60'		B5	N/A	Х	Codominant leader, Weak branching angle
2397	Black Locust	Robinia pseudoacacia	70%	97.66"	31.10"	46.65'	15.55'		B8	Special Tree	Х	Trunk scar, Minor dieback
2398	Pin Oak	Quercus palustris	80%	143.50"	45.70"	68.55'	22.85'		B8	Heritage Tree	Х	Limbed up
2399	Pin Oak	Quercus palustris	75%	118.70"	37.80"	56.70'	18.90'		B8	Heritage Tree	Х	Codominant leader, Minor dieback
2400	Tulip Poplar	Liriodendron tulipifera	85%	143.50"	45.70"	68.55'	22.85'		B8	Heritage Tree		Codominant leader, Crooked
170/1850	Littleleaf Linden	Tilia cordata	55%	49.93"	15.90"	23.85'	7.95'	-	B6	Special Tree	X	Codominant leader, Low branching angle, Dieback
171/1849	Littleleaf Linden Sawtooth Oak	Tilia cordata	70% 70%	76.93" 47.42"	24.50"	36.75' 22.65'	12.25' 7.55'		B8	Special Tree	X	Dieback in crown, Crooked Crooked Leaning





PRESERVATION PLAN NARRATIVE

THE HERITAGE TREES ON SITE WILL BE PROTECTED THROUGH THE END OF CONSTRUCTION BY VARIOUS METHODS. THE PROJECT LIMITS OF DISTURBANCE AND CONSTRUCTION STRATEGY HAS BEEN REVISED TO REDUCE THE IMPACT ON THE SURROUNDING HERITAGE TREES. THE TREES WILL BE PROTECTED USING SELECTIVE ROOT PRUNING, SUPER SILT FENCE, TREE PROTECTION FENCE, ROOT PROTECTION MATTING, MULCHING.

HERITAGE TREES PRESERVATION PLAN LEGEND



CRITICAL ROOT ZONE EXCLUDED DUE TO EXISTING SITE CONSTRAINTS



CRITICAL ROOT ZONE IMPACTED BY NEW CONSTRUCTION ACTIVITY



CRITICAL ROOT ZONE TO BE MAINTAINED, NOT EFFECTED BY CONSTRUCTION ACTIVITY



CRITICAL ROOT ZONE STRUCTURAL ROOT ZONE



STOCKPILE AND STAGING AREA

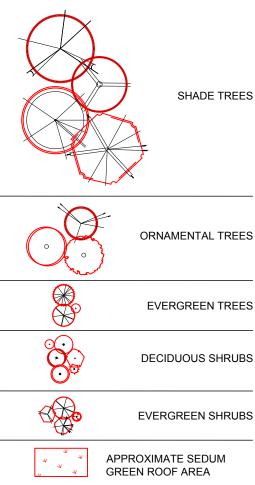


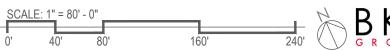


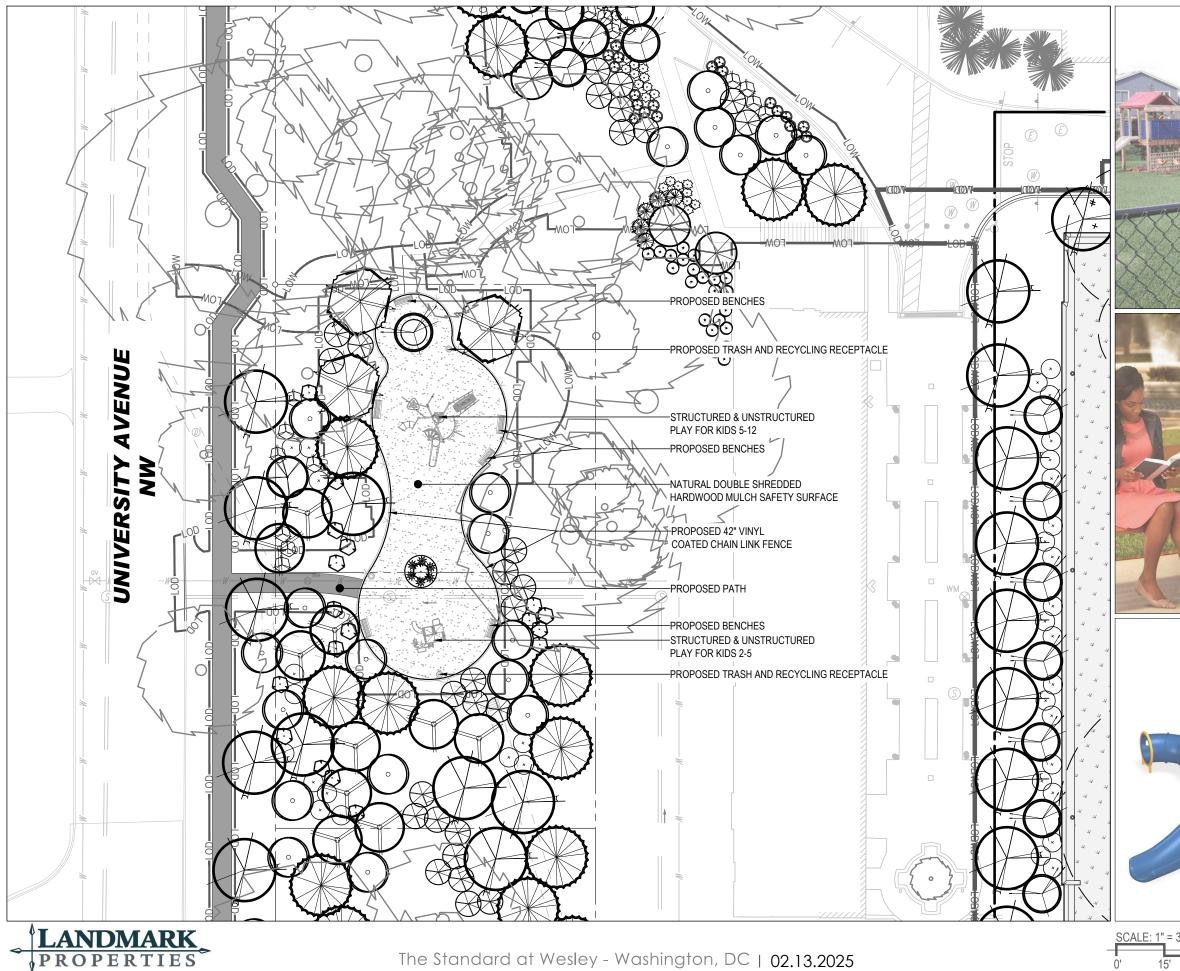
LANDSCAPE PLAN NARRATIVE

THE PROPOSED LANDSCAPING WILL BE PLANTED IN NATURALISTIC SCHEME TO SCREEN THE PROPOSED DORM BUILDING. THE PROPOSED PLANTS WILL LINE THE DRIVEWAY ENTRANCE TO HELP SCREEN UTILITIES AND BEAUTIFY THE ACCESS ROAD. PLANTS ALONG UNIVERSITY AVE WILL BE PLANTED TO CREATE PRIVACY AND ENCLOSE THE PROPOSED PLAYGROUND. THE MAJORITY OF THE PLANTS PROPOSED WILL BE NATIVE VARIETIES THAT WILL ADD AN ECOLOGICAL BENEFIT AND OFFER PROVIDE YEAR ROUND COLOR/INTEREST.

LANDSCAPE PLAN LEGEND



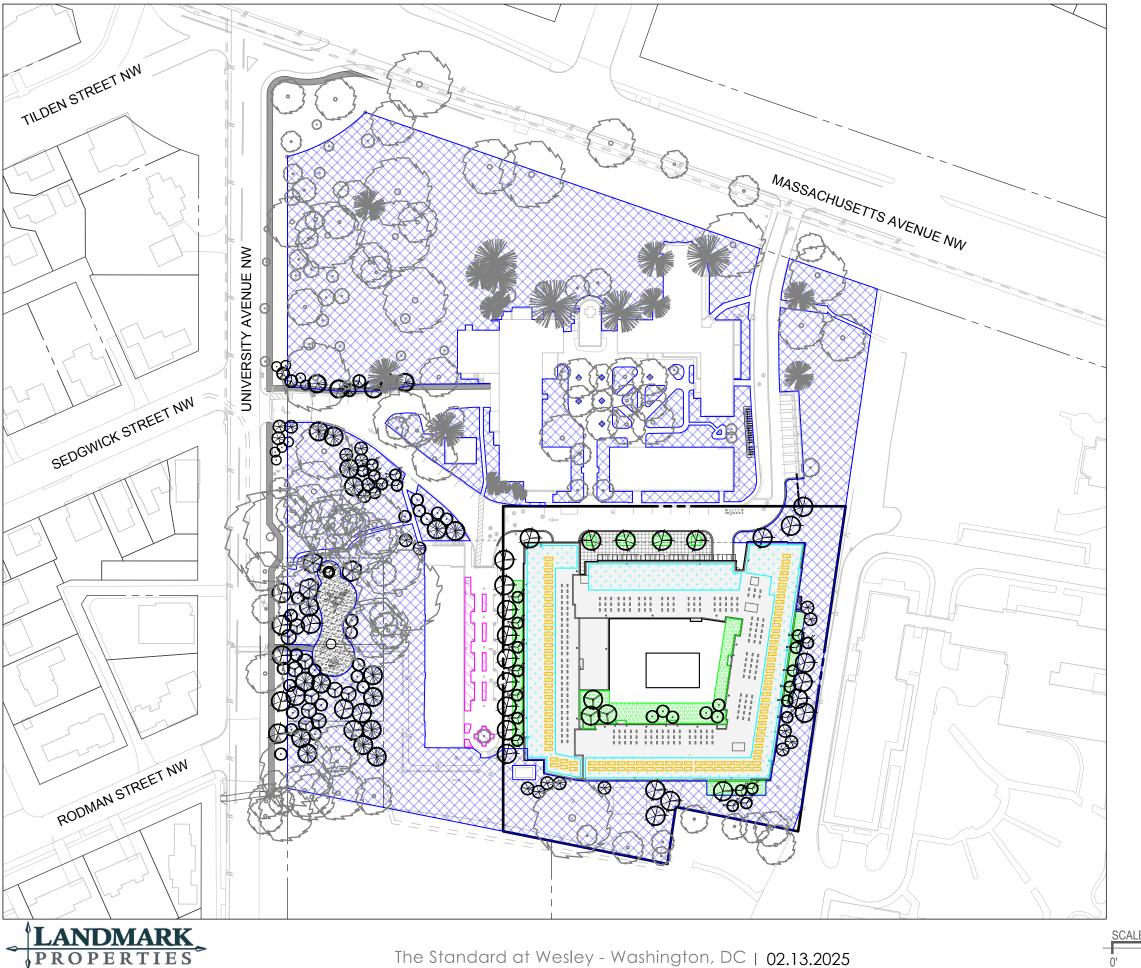












GREEN AREA RATIO NARRATIVE

THE MINIMUM GREEN AREA RATIO SCORE IN THIS ZONE (RA-1) IS 0.40. THE MINIMUM SCORE WILL BE ACHIEVED BY PROVIDING A COMBINATION OF A1 & A2 SOILS AROUND THE CAMPUS WHICH HAS EXTENSIVE LANDSCAPED AREAS CONTAINING EXISTING TREES. ADDITIONAL A3 BIORETENTION FACILITIES AND C2 GREEN ROOFS WITH 8" O MEDIA WILL BE PROVIDED. LASTLY, ALL HERITAGE TREE WILL BE PRESERVED AND COUNTED TOWARD AS B8 PRESERVATION OF EXISTING VEGETATION. THIS COMBINATION OF GREEN AREA RATIO ELEMENTS PROVIDES A ±0.400 GAR SCORE.

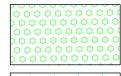
GREEN AREA RATIO LEGEND



A1 - SOILS LESS THAN 24"



A2 - SOILS GREATER THAN 24"



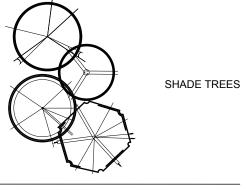
A3 BIORETENTION FACILITY

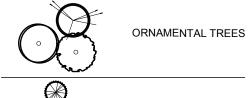


C2 - GREEN ROOF GREATER THAN 8" AREA APPROXIMATELY SHOWN



E2 - RENEWABLE ENERGY GENERATION SOLAR PANELS APPROXIMATELY SHOWN









				Green Area Ratio Scoresheet	
X	Address 4500 Massachusetts Ave NW	Square 1600		Lot 6, 7, 8, & 9	Zone District RA-1
	Other 2/3/2025	Lot area (sf)	Minimum Score	Multiplier	GAR Score
	Lot size (enter this value first) *	381,878	0.40	SCORE:	0.400
	Landscape Elements		Square Feet	Factor	Total
Α	Landscaped areas (select one of the following for each	area)			
1	Landscaped areas with a soil depth < 24"		square feet 1,600 square feet	0.30	480.0
2	Landscaped areas with a soil depth ≥ 24"		140,000	0.60	84,000.0
3	Bioretention facilities		square feet 9,000	0.40	3,600.0
В	Plantings (credit for plants in landscaped areas from Se	ection A)	square feet	Native Bonus square feet	
1	Groundcovers, or other plants < 2' height		square feet	0.20	-
2	Plants ≥ 2' height at maturity - calculated at 9-sf per plant	# of plants	0	# of plants 0.30	-
3	New trees with less than 40-foot canopy spread - calculated at 50 sq ft per tree	# of trees	0	# of trees 0.50	-
4	New trees with 40-foot or greater canopy spread - calculated at 250 sq ft per tree	# of trees	0	# of trees 0.60	-
5	Preservation of existing tree 6" to 12" DBH - calculated at 250 sq ft per tree	# of trees	0	# of trees 0.70	-
6	Preservation of existing tree 12" to 18" DBH - calculated at 600 sq ft per tree	# of trees	0	# of trees 0.70	-
7	Preservation of existing trees 18" to 24" DBH - calculated at 1300 sq ft per tree	# of trees	0	# of trees 0.70	-
8	Preservation of existing trees 24" DBH or greater - calculated at 2000 sq ft per tree	# of trees	54000	# of trees 0.80 20	43,200.0
9	Vegetated wall, plantings on a vertical surface		square feet	o.60 square feet	-
С	Vegetated or "green" roofs				
1	Over at least 2" and less than 8" of growth medium		square feet square feet	o.60 square feet	-
2	Over at least 8" of growth medium		20,000	0.80	16,000.0
D	Permeable Paving***				
1	Permeable paving over 6" to 24" of soil or gravel		square feet square feet	0.40	-
2	Permeable paving over at least 24" of soil or gravel			0.50	-
E	Other				
1	Enhanced tree growth systems***		square feet	0.40	-
2	Renewable energy generation		square feet 2,800	0.50	1,400.0
3	Approved water features		square feet	0.20	-
F	Bonuses	sub-total of sq ft =	227,400		
1	Native plant species		square feet 40,000	0.10	4,000.0
2	Landscaping in food cultivation		square feet	0.10	-
3	Harvested stormwater irrigation		square feet	0.10	452.000
** Perme	eable paving and structural soil together may not qualify for more than one t				152,680
	Total square footage of	ı un permeable păvil	15 and ennanced tre	C BIOWIII.	-

		Quantity of GAR Features per Submitted Sheet	
		GAR Plan	TOTAL
A 1	square feet	1,600	1,600
A2	square feet	140,000	140,00
A3	square feet	9,000	9,000
B1	square feet		0
B2	Total for B2		0
В3	# of trees		0
B4	# of trees		0
B5	# of trees		0
B6	# of trees		0
B7	# of trees		0
B8	# of trees	27	27
B9	square feet		0
C1	square feet		0
C2	square feet	20,000	20,000
D1	square feet		0
D2	square feet		0
E1	square feet		0
E2	square feet	2,800	2,800
E3	square feet		0
F1	square feet		0
F2	square feet		0
F3	square feet		0

NOTE: 76 SPECIAL TREES AND 27 HERITAGE TREES PRESERVED ON SITE.

** Enter totals on the Green Area Ratio Scoresheet





EXHIBIT 4

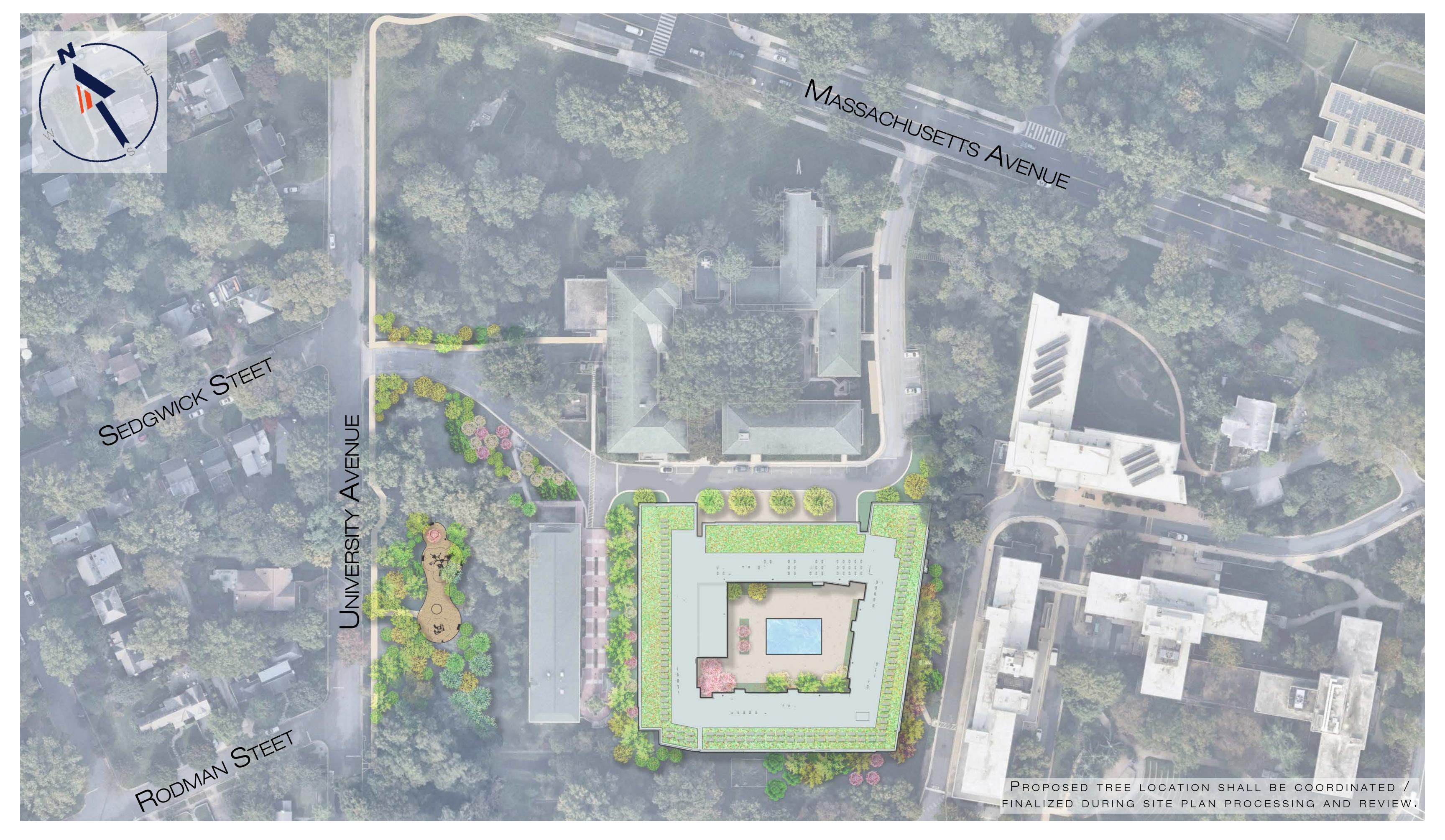


THE STANDARD AT WESLEY THEOLOGICAL SEMINARY - EXISTING

DC1821572



02/10/2025



The Standard at Wesley Theological Seminary - Proposed

DC1821572

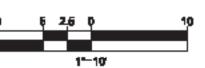


02/10/2025



The Standard at Wesley Theological Seminary - Proposed

DC1821572

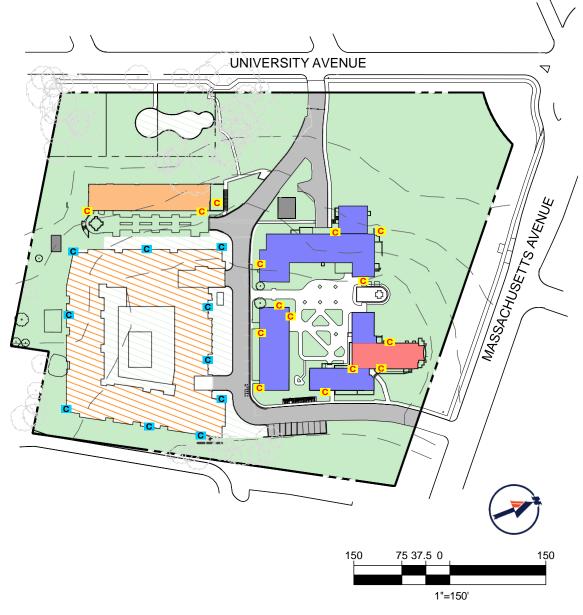


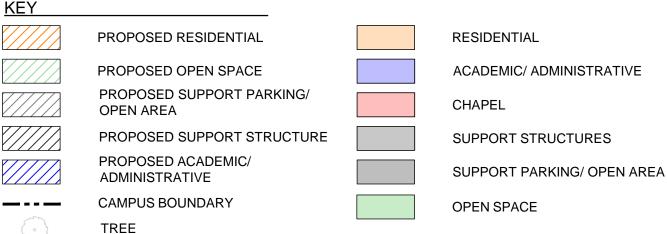
02/10/2025

EXHIBIT 5

WESLEY SEMINARY CAMPUS PLAN

Campus Security Camera Plan





C Camera Locations on Proposed Dorm

C Camera Locations on Campus Security

1331 PENNSYLVANIA AVE., NW, STE. 1250 NORTH WASHINGTON, DC 20004 Phone: (202) 524-5700

Note: Security camera locations are shown schematically and are subject to adjustment based on security consultant's recommendations.

EXHIBIT 6

Section One: Community Life Mission Statement

Covenant of Professional Ethics and Behavior

Wesley Theological Seminary, rooted in Christian tradition, recognizes that theological education involves a rigorous academic formation. It is important that students recognize that the seminary holds certain legitimate expectations that students will act with integrity toward self and community. We expect the Covenant of Professional Ethics and Behavior to be honored in practice and in intent. Readiness for ministry will be gauged by faithfulness to this covenant.

The seminary covenants to welcome students as valued members of the community and treat them with respect, dignity, fairness and equity. The seminary also covenants to promote a safe and healthy environment, to promote a climate that nourishes professional, spiritual, personal, and emotional development, and to provide support services or referrals for assistance with personal issues and academic advancement.

Recognizing that as offspring of our Creator, called to live in community with God and one another, we commit to live in a covenanted relationship. Each student affirms and commits himself or herself to the following:

The Covenant of Stewardship

"I will be a faithful steward of and fully accountable for funds, property, and human resources related to my study and ministry.

I will be respectful of the time and energies of faculty, staff, and administration, and other students. *Use of Property*

I will use seminary property (computers, dormitories, classrooms, etc.) only for its intended purpose. I will do my best to make sure that property is respected and that maintenance needs are reported promptly. I will report situations that threaten the safety and well-being of the community. *Financial Accountability*

I will act responsibly in incurring indebtedness, considering my potential for employment and my family and personal commitments. I will be responsible in meeting my financial obligations, including prompt payment of tuition and fees.

Timeliness

I will submit course work on time and take course attendance requirements seriously. Regular attendance in classes and timeliness in submitting work is a matter of respect and courtesy to faculty members and fellow students. When a deadline cannot be met, I must negotiate in advance with either the professor or the Dean as specified in their course syllabus and the Wesley Theological Seminary Catalog.

Special Needs

I will take responsibility to negotiate with the seminary about my special needs in accordance with seminary policy. Such conditions might include:

learning disabilities, family emergencies, physical limitations, and severe illness. I will not undertake on my own the remedy of special needs of others in the community, including extended counseling, financial support, or inappropriate academic assistance.

The Covenant of Dignity and Inclusiveness

"I affirm that all persons at Wesley Theological Seminary should be treated with respect regardless of their race, sex, gender identity, sexual orientation, religion, marital status, political belief, national origin, physical and mental disabilities, age, or any other human condition.

I will respect each person's integrity, values, conscience, spirituality, and theology and will protect the welfare of all persons, considering the impact of my words and actions on those around me. I will be respectful in criticizing students, faculty, and staff, and I will be truthful and honest in relating to others.

Further, I have read and affirm the Commitment to Diversity as stated in the Handbook on pages 59-63 and the Disabilities Statement & Procedures on pages 66-68."

The Covenant of Self-Care

"I will manage my personal life in a healthful fashion and seek consultations with appropriately qualified persons for my personal problems or conflicts when necessary. I remain accountable for honoring the duty of spiritual growth, self-improvement, intellectual openness, and physical well-being."

The Covenant of Academic Honesty

"I recognize that all forms of academic dishonesty are detrimental to my integrity and to the community. I recognize that infractions of this covenant may lead to a review of my status in the community. I recognize that professors have authority to determine whether computers will be used for exams.

I have read and affirm the policy on dishonesty as stated in the Handbook under Disciplinary Actions on pages 24-25."

The Covenant of No-Harassment

"I will seek collegial relationships with colleagues, faculty and staff. I affirm Wesley Theological Seminary's commitment to creating and maintaining a community in which students, faculty, and staff can work together in an atmosphere free of all forms of harassment and threats (verbal, visual, physical, and sexual)" as stated in the Sexual Harassment Policy on pages 70-73.

Personal and Professional Discipline

Whenever the Seminary is presented with a problem of inappropriate conduct, personal immaturity, or evidence of emotional or mental instability that could lead to disciplinary action, or when a student demonstrates behavior that brings into question fitness for ministry, the following procedure will be followed:

- 1. A written complaint regarding the student must be made to the Associate Dean of Community Life by the injured party or his/her representative. The complaint may be sent through regular mail or e-mail.
- 2. There shall be a preliminary hearing between the student whose character or conduct has been questioned and the Associate Dean of Community Life for the purpose of ascertaining the facts of the case. In that preliminary hearing, the student shall be informed of the information in the Seminary's possession and the student shall be invited to respond. The student will be provided with a copy of this process. The possibility shall be explored that the charges are untrue or do not justify disciplinary action or that by some voluntary cooperation on the part of the student the matter may be brought to a just result without the necessity of formal action. The Associate Dean of Community Life shall then make a decision concerning resolution of the charges or referral to the Personal Development for Ministry (PDM) Committee. Decisions of the Associate Dean of Community Life may be appealed to the PDM Committee; decisions of the PDM Committee may be appealed to the Faculty.
- 3. If the matter is referred to the PDM Committee, the Associate Dean of Community Life shall write a letter to the student stating the nature of the evidence in the hands of the Seminary, and in what respects the evidence may indicate that the student lacks one or more of the characteristics of a degree candidate. The letter will request that the student meet with the PDM Committee, the Dean, and the Associate Dean for Campus Life no later than ten days after receipt of the letter, at a time and place designated.
- 4. The student will meet with the PDM Committee, the Dean, and the Associate Dean of Community Life. The student's Faculty Advisor shall be invited to attend. Following this meeting, the PDM Committee shall make a decision concerning the resolution of the charges or referral to Faculty, in cases of dismissal.
- 5. Should the PDM Committee refer the student to the Faculty for dismissal, a letter will be sent from the PDM Committee to the Faculty through the Dean and to the student no less

than ten days before a faculty meeting. Such a letter shall include designation of the nature of disciplinary or other action to be taken. The student shall be given the opportunity to send comments or objections by letter to the Faculty through the Dean at this time. The Faculty upon motion duly made shall take action by ratifying, modifying, or vacating the recommendations of the Committee.

The Dean shall notify the student in writing of the Faculty's decision.

6. Students who are withdrawn from matriculation for such reasons may be considered for readmission by the Admissions Committee following appropriate assessment, consultation with the Associate Dean of Community Life, and a determination that the condition requiring withdrawal has been remedied. Please note that any international students studying on an F-1 visa must immediately consult with the Director of International Student Services at the start of any disciplinary hearing to be advised of their options for maintaining immigration status.

WESLEY THEOLOGICAL SEMINARY NRH HOUSING CONTRACT

The contract term for continuing NRH permanent residents is August 12, 2024 until May 16, 2025. The contract term for new NRH permanent residents is the move-in date (as scheduled with the Office of Residence Life) until May 16, 2025.

Move-out is scheduled for May 16, 2025, and keys are due by 12:00 PM unless renewal arrangements have been made according to the renewal procedure. Permanent residents completing their study at the conclusion of the fall semester are expected to vacate at the end of the semester at noon, and written notification must be received by the Office of Residence Life no later than November 15, 2024.

A resident's acceptance of keys signifies an acceptance of the following terms and conditions. Residents agree to abide all contract requirements and housing policies when they occupy campus housing.

TERMS AND CONDITIONS FOR STUDENT HOUSING

ELIGIBILITY

Wesley Theological Seminary students may be considered for permanent resident housing in the NRH if they are enrolled in a minimum of 7 credit hours of coursework per fall and spring semester in a master's degree program. Residence in campus housing is limited to five consecutive years (as defined by the fall-spring contract). Wesley students may be considered for commuter housing in the NRH if they are enrolled in a minimum of 1 credit hour of coursework per fall and spring semester in a master's degree program. Non-degree students may be considered for commuter housing in the NRH after degree seeking commuter students have been placed.

NRH permanent residents are required to enroll in a total of 4 credit hours over the course of the two summer terms. Commuter housing is not offered during summer terms. Instead, commuter residents should explore weekly summer housing options.

A student who ceases to be regularly enrolled must notify the Office of Residence Life immediately and vacate the unit by the end of the week in which student status is terminated. The student will not receive a refund for housing fees for the remainder of the semester/term. Please see 'CONTRACT CANCELLATIONS AND REFUNDS' for more information.

OCCUPANCY STANDARDS

Residents will be assigned to units which consist of the number of rooms necessary to provide decent, safe and sanitary accommodations without overcrowding or wasted space. The following standard is the general rule for admission and continued occupancy, although certain stipulations/exceptions exist: No more than two persons are permitted per bedroom.

The following standards also govern on-campus occupancy at NRH:

- Single occupancy rooms in the NRH are limited to one resident.
- Adults of the opposite sex, other than husband and wife, may not occupy the same bedroom/apartment.
- Couples requesting housing together must be married or legally committed (civil unions or domestic partnerships) and are restricted to Carroll Hall.
- Children are not permitted to reside in NRH.

TERMS OF CONTRACT

Responsibility for the room and liability for rent will begin on the date stated on this contract and terminate on the date specified by this contract, unless special arrangements are made with the Housing Office/Seminary.

All NRH permanent residents are obligated to purchase the meal plan available in the on-campus dining hall during the Fall and Spring semesters at the current rate. In the event of inclement weather, Seminary personnel will make every effort to continue to provide meal service to residents enrolled in the meal plan. However, if alternate meal service is unable to be arranged, residents will be responsible for making their own alternate meal arrangements. No refunds will be granted.

HOUSING DEPOSIT AND MOVE OUT

A housing deposit of \$200 must be paid to the Business Office before keys to a room can be obtained. A housing deposit of \$100 must be paid to the Business Office before keys to a unit can be obtained by a commuter resident. The deposit is payable by certified check, money order, traveler's check, personal check, cash, or credit card (MasterCard or Visa only) or bank transfer (International students only). The Pay-by-Phone number is 1-866-498-4011. There is no extra fee to use this service. The housing deposit must remain on

file with the Business Office during a resident's entire term of residency. If for any reason the deposit is withheld or refunded during residency, the resident is responsible for resubmitting an appropriate deposit.

The full amount of the housing deposit will be returned to the resident after the resident vacates the unit and meets the conditions stated in the vacating instructions. Deposits made by commuter residents will automatically be held between semesters. All residents must provide a written request for a deposit to be refunded after vacating campus housing and submitting all housing keys. Failure to vacate according to campus housing instructions may result in an improper checkout fine as well as a determination to withhold the housing deposit.

Residents must provide a forwarding address to both the seminary's mail room and the Registrar's Office. Housing deposit refunds will be generated by the Business Office after the Office of Residence Life has received a written request from the resident; the Facilities Office has completed an inspection of the unit and has rendered a recommendation to return the deposit. Refunds will be sent to the forwarding address (provided to the Registrar's Office by the resident) in the form of a check. Alternatively, residents may contact the Business Office directly to make special arrangements to pick up the refund check in person from the Business Office or have a proxy collect the check from the Business Office. The deposit refund process may take several weeks.

Should a determination be made that a resident's housing deposit be withheld due to damages, failure to provide adequate notification of intent to vacate, or other (see below), the resident will be notified by email with the details of the determination. All determinations are final.

Additionally, the housing deposit will not be returned in full or in part if:

- The resident vacates housing without informing the Seminary.
- The room has been damaged beyond normal wear and tear (as determined by the Seminary);
- 3. The room does not meet Seminary standards of cleanliness.
- Anything owned by Wesley Theological Seminary has been removed from the room; (students can be billed for missing or damaged furniture—or internal system's damage due to holes put in walls).
- The resident transfers or sublets the room to another person without prior permission from the Seminary.
- All of the resident's belongings have not been removed from the room and storage areas by the designated check-out time.
- 7. The Business Office requests that the deposit be applied to rent or other past due charges.

8. The resident fails to return the key card/ keys to the residence or fails to vacate the room in accordance with this contract agreement.

Residents permanently vacating campus housing should bear the above in mind and adhere to the following move-out instructions:

- Provide proper written notification regarding moveout plans. Notification of intent to vacate must be received no less than 30 days prior to a resident's scheduled departure or, in the case of cancellation, no less than 30 days prior to move-in. Commuters do not need to provide written notification, as they are scheduled to vacate at the conclusion of every Fall and Spring semester.
- 2. Follow all instructions from the Office of Residence Life with regards to move-out date and key return.
- 3. Remove <u>all</u> personal belongings from the unit and community areas.
- Clean the unit. Vacuum carpets. Scrub bathtubs, sinks and toilets. Clean appliances (inside of refrigerators and ovens, if applicable). Wipe down surfaces (counters, cabinets, furniture, mirrors). Remove all trash from the unit to the dumpster.
- 5. Return housing keys. Residents may be given specific instructions regarding key return. If not given specific instructions, return keys to a key drop box (three locations: NRH Office of Residence Life or either Straughn dormitory lobby). Keys must be labeled with name, date and unit number. Do not submit your mailbox key to the Office of Residence Life. Mailbox keys must be returned directly to the Mail Room.
- Provide forwarding address to the Registrar's Office and Mail Room. You may contact the Mail Room by phone at 202-885-8645. You must complete the Student Information Form online or in the Registrar's Office.
- Submit a written request to the Office of Residence Life for the housing deposit to be refunded.
- If necessary, make arrangements with the Business
 Office directly to pick up deposit refund checks (in
 lieu of receiving them by mail at the submitted
 forwarding address).

RENT

All rental charges are assessed to a resident's Wesley account by the start of the term. The following payment methods are acceptable:

- Payment to the Business Office for the entire term may be made in a lump sum no later than the first week of classes. The Business Office will accept cash, personal check, bank transfer (International Students only), Visa or MasterCard.
- Residents utilizing the Tuition Assistant Installment Plan may incorporate rental payments into their

plan. Rental fees will be divided into four payments and are due according to the dates set by Tuition Assistant. For more information, please make inquiries to businessoffice@wesleyseminary.edu, or visit

https://www.wesleyseminary.edu/finances/tuition-fees/. Payments may be made online using Visa or MasterCard.

CONTRACT CANCELLATION AND REFUNDS

Housing accommodations covered by this contract will be canceled if the resident withdraws from Wesley, or if the student's marital status changes (to affect his or her housing arrangements). All rental charges for contract dates from the start of the term until the end of the period covered by the contract will be the responsibility of the student. If a student must vacate for any reasons listed above or for other reasons, the remainder of the rent for the contracted term will be due immediately upon vacating the property and must be paid prior to departure. Any requests for alternative payment arrangements can only be negotiated in person in the seminary business office.

Permanent residents who choose to vacate prior to the contract end date and thereby cancel this housing contract (or who cancel their housing renewal less than 30 days prior to move-in) must provide written notification of intent to vacate a minimum of 30 days prior to move-out. They will be responsible for all rental charges until the end of the thirty-day period and will forfeit any and all housing deposits on file. If for any reason there is no housing deposit on file, a fine in the amount of the required deposit for the assigned unit will be assessed to the Wesley account. Additional fines for improper check-out will also be levied if necessary.

Permanent residents who provide written notification with less than 30 days remaining in the current term will be asked to leave at the end of the current term. In this event, the resident will only be billed until the end of the term and the housing deposit will still be forfeited. Additional fines for improper check-out will be levied if necessary.

Permanent residents who choose to vacate at the completion of the Fall semester must notify the Office of Residence Life through the online renewal form on in writing no later than November 17, 2023. They will be responsible for all charges incurred during the Fall semester, but will be eligible for housing deposit refund. Move-out will be no later than December 20, 2023.

Commuter residents who cancel their hosing after the second week of classes will be responsible for the entire semester's rental fees but will be eligible for the housing deposit refund. Written notification must be received by the end of the second week of classes. All keys are due promptly to the Office of Residence Life.

The Seminary reserves the right to cancel this contract in the event that the resident is non-compliant with the regulations set forth in this contract. In most cases, the resident will receive one warning from the Seminary. If the resident continues to be non-compliant with the terms of this contract, the Seminary will cancel the contract and the resident will be evicted without refund of rent or security deposit. In cases in which the resident may cause harm to self or other community members, the warning will be forgone. The Seminary can act solely on the basis of the concern without proof that the concern is validated. Out of the welfare for the community, any behavior or actions of residents that disrupts any part of the community in a way that causes others to be concerned about their safety can be deemed bases for eviction without validation by the Seminary.

LIABILITY

The Seminary assumes no legal responsibility for the personal property of residents on its premises or within its buildings. The Seminary strongly advises all residents to obtain appropriate insurance for their personal property. If a resident is evicted, the resident is responsible for removing all of his or her property (or arranging for its removal) at the time of the eviction. The Seminary assumes no legal responsibility for the property of residents that are evicted from the dormitory or for property of any residents that may be damaged due to unforeseen mishaps or situations. All residents should obtain rental insurance to cover the value of their property to protect them against any and all situations that could result in damage or loss. By signing this contract residents waive their right to sue the Seminary for any damages or loss that occur as a result of their residence and their access to other parts of the Wesley community. All residents who live or move or have their being on the Seminary property do so at their own risk.

COMMUTER RESIDENT PROPERTY AND LIABILITY

Commuter residents may leave personal items in their rooms at their own risk. All personal items left in the rooms hold be labeled and stored out of sight in the room's wardrobe, desk, or foot of bed drawer. No items should be left in shower stalls, surrounding bathroom sinks, on bookshelves or other areas of the room that should be clear and accessible to the next resident. The Seminary assumes no legal responsibility for the personal property of commuter residents. The Seminary strongly encourages all residents to obtain appropriate insurance for their property.

A commuter locker located in the Kresge building may be assigned to a commuter resident at the resident's request. Please contact the Community Life office for more information.

COMMUTER GUIDELINES

Commuter housing is available to commuter residents during the Fall and Spring semesters only, on the nights assigned to each resident only. Commuter rooms are utilized by many residents throughout the week, so it is imperative that residents do not access the space before their assigned day and are prompt in vacating the unit. Commuter residents may access their room no earlier than 12:00 noon on the day of their assignment and must vacate no later than 12:00 noon on the day of departure. Commuter residents must return housing keys to the Office of Residence Life the week of December 20, 2023 (conclusion of Fall semester) or/and May 17, 2024 (conclusion of Spring semester).

Commuter residents may access all community areas in the NRH and utilize the kitchens for food preparation. Any personal food or cooking items must be stored in the room's designated cabinet or shelf in the kitchen.

Toilet paper and hand soap are provided for designated commuter suites in the NRH. Commuter suites will be cleaned at the end of each week during the semester, but it is necessary for commuter residents to leave units clean and orderly upon departure. These suites are used as guest housing when not assigned to commuter residents (typically weekends and holidays).

Commuter housing is available to commuter residents for 14 weeks per Fall and Spring semesters. Commuter housing is not reserved for the following weeks: Fall Reading Week (October 9-14, 2023), Fall Break (November 20-26, 2023), Spring Reading Week (March 4-9, 2024), and Easter Recess (March 27-31, 2024).

GUESTS

Campus housing units are to be occupied only by the person(s) renting them. Guests of permanent residents may stay no longer than one week. Commuter residents may not have guests in campus housing without making special arrangements with the Office of Residence Life. Residents are responsible for the actions of their guests on campus. Minors are not allowed as overnight guests in the NRH without special permission from the Office of Residence Life. All guests must be accompanied at all times by the resident with whom he or she is visiting. Wesley residents can inquire about other on-campus guest housing options that many be available in the Office of Residence Life. The Seminary has several guest apartments and dormitory rooms that may be available for guest rentals at a discount for residents.

ENTRY AND INSPECTION

The Seminary reserves the right to enter and inspect any resident's room within reasonable limits. Because of the need to prevent and respond to safety and other violations, or to provide maintenance or improvement of the units, a time may be arranged with the resident for inspection. Inspection may also be made without prior notice if in deemed necessary by the Seminary.

EXTERMINATION

Extermination service is provided by the Seminary. Exterminators and Seminary personnel will enter units periodically for extermination. Residents are asked to notify the Office of Residence Life at the first sign of roaches, bugs, or rodents. Any suspicion of bedbug infiltration, a rising problem in the DC area, MUST be reported to the Office of Residence Life immediately to minimize contagion.

CONDUCT AND CONSIDERATION OF RESIDENTS

For all residents in residential housing, it is essential that residents show mutual respect for one another to allow all to study and sleep in reasonable comfort. The Seminary requires that residents show to each other mutual respect and consideration, which neighbors or members of any community owe to each other. Excessive noise is a particularly serious offense against other members of the community. Residents must use musical equipment and instruments, TV sets and the like with consideration of other residents. Quiet hours will be in effect from 11:00 PM until 8:00 AM.

CARE OF PREMISE

Although units should be clean and in good condition when residents move in, residents accept the units "as is" by moving in. If residents notice any damage to the unit when they move in, they must report the damage to the Seminary in writing within one week of occupancy. Residents are responsible for maintaining their unit in a decent, safe, and sanitary condition. No alteration can be made to the unit. Damage caused by nails, screws or adhesives used on the walls is considered to be beyond normal wear and tear. Costs for any necessary repairs due to damages caused by residents, above the security deposit, will be charged to the resident. Residents are responsible for replacing all window screens removed or damaged by them. Alterations or damage to the grounds or landscaping caused by the resident will be charged to the resident. Only light bulbs of 60 watts or less are permissible in overhead light fixtures, and are replaced by Wesley Facilities.

Residents are responsible for cleaning up after their use of common spaces such as restrooms, kitchens, study areas, and lounges immediately after using them. Students refusing to clean up their mess will be in violation of the campus covenant and subject to eviction. Resident managers may schedule residents to clean out refrigerators monthly. Residents shall not leave property in the hallways or common areas for extended periods of time.

Garbage and waste should be enclosed in plastic garbage bags and emptied from the room on a timely basis (never placed in an open box on the outside of your door). There are trash receptacles located in the NRH and a dumpster is in the parking lot. Recycling is mandated by the District of Columbia; receptacles are available at the dumpster located in the parking lot.

AIR CONDITIONING AND HEAT

Power to the air conditioning units will be activated April 15th through October 14th. Heating will be activated October 15th to April 14th. Students can manually adjust the temperature within their rooms. Any tampering with the thermostats in the NRH units (including removal of the faceplate) will result in an automatic \$300 fine.

CHILDREN

Children may not live in the NRH.

PETS

Student residents in the NRH are prohibited from having or housing pets of any kind.

EMERGENCY AND PREPAREDNESS

All campus residents should be prepared in the event of weather or other emergency with a small stock of bottled water, food, and flashlight. If the Seminary's tap water becomes unsafe to drink or is shut off, the Seminary may not be able to provide water or food for you. If electricity is interrupted, students may not use candles to provide light.

A food pantry is available to residents in need. The pantry is located on the first floor of Straughn Dormitory, in the hallway outside the lobby on the north side. Limited non-perishable items are provided. If you use items from the food pantry, please donate items to replace what you have used when you are/if you become able.

ALCOHOL & SMOKING

Consumption of alcohol by individuals less than 21 years of age is illegal. Those individuals found to be consuming alcohol underage or hosting an underage individual consuming alcohol will be subject to disciplinary action and possible revocation of housing. Open containers of alcohol are not permitted in any common areas on campus (this means alcohol is restricted to the interior of dorm rooms). Open or closed containers of alcohol may not be kept in — or consumed in — community space, including community kitchens, lounges, or study areas. Smoking is not permitted in any Seminary building. Any resident smoking must stand at least 25 feet from any campus building. There is a designated smoking area in the seating area surrounded by hedges in the parking lot near the end of Straughn Hall and the library.

PARKING REGULATIONS

Parking is available for Wesley student residents. All spaces are unreserved. Wesley residents must display a valid (current) Wesley parking pass in order to park on campus. Parking permits may be obtained in the Business Office. One parking permit is currently included in the student fee. Cars parked without a permit are liable for any tickets incurred and are subject to towing at the owner's expense. Furthermore, parking illegally on the Wesley campus can

result in revocation of housing privileges. Abandoned or disabled vehicles will be towed at the owner's expense. For more information regarding parking on campus, please see the Wesley Student Handbook, or contact the Office of Community Life.

GENERAL SECURITY AND LOSS OF PROPERTY

While the safety of members of the community and the protection of Seminary property are a common concern of all members of the Wesley community, each resident is responsible for her or his own safety and the protection of her or his own property. The Seminary particularly requests the cooperation of residents in maintaining the security of each building. Residents should keep their room door and entry doors locked and their windows secured. Do not prop open entry doors and do not prop open fire doors. If a stranger asks to gain entry to the dorm, only allow access if you have contacted the person they are to visit. If you permit entry, it is your responsibility to be with them until they are securely situated with the resident they are visiting. Refer to the emergency procedures document for any activity or the presence of any person that you think might constitute a threat to security.

The Seminary reserves the right to make other such rules as may be necessary for the safety, care, and cleanliness of the rooms or for insuring the health, comfort and convenience of all residents of housing. No oral statements or agreements shall be binding on either the Seminary or the resident.

FOOD DELIVERY

Food delivery should be made to the Wesley parking lot. The student placing the order is responsible for greeting the delivery person to avoid unnecessary traffic and confusion in the buildings. Do not ask them to come to your room. This is not appropriate for community life in the dorm.

PROHIBITED OR RESTRICTED ARTICLES

- Firearms, ammunition or air rifles are strictly prohibited.
- Stoves and refrigerators are provided by the Seminary in designated spaces. Washers and dryers are provided by the Seminary in each building. Major appliances such as microwaves, coffee makers, hot plates, etc., are not permitted in rooms.
- Rice Cookers are not permitted in dormitory rooms and must be supervised during use in community kitchens.
- Personal property, including bicycles and any other outdoor gear may not be left at any time in hallways, stairways, or lobbies.
- Units are furnished, and all furniture must remain in the room.
- Locks may not be changed or installed without prior permission of the Seminary.

- Alcohol use is restricted to individual rooms by those individuals 21 years of age and older. No public consumption of alcohol is permitted.
- 8. Space heaters & halogen lamps are not permitted on campus!
- Candles and other open flames are not permitted due to the fire hazard they pose.

Wesley Theological Seminary reserves the right to inspect rooms unannounced if violations are suspected.

RULES

General Seminary policies printed in the Student Handbook and Community Life Covenant apply to Seminary housing residents.

LOCK OUTS

Residents who lock themselves out of their unit should come to the Office of Community Life located in the Trott Building during office hours (8:30 AM-12 PM and 1-4:30 PM Monday through Friday). Residents who lock themselves out on evenings (4:30pm until 8:30am), weekends or designated holidays should call the Resident Manager on-duty at 202-246-8251. Excessive lock outs (more than three/semester) demonstrate lack of respect for housing personnel time and will result in a \$10 fine per lock-out. Residents must be responsible about carrying keys when exiting their unit.

KEY DUPLICATION & LOSS

There will be no duplication of keys. If a resident is discovered to be in violation of this term of the contract, the resident must relinquish any copies made and may warrant revocation of housing.

Residents who lose metal keys will be charged a \$50 fee per lost key. These fees will be assessed to a resident's Wesley account. Residents who lose an access key card will need to contact the Registrar's Office regarding replacement and associated fees.

SEVERABILITY

If any provision of this contract or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this contract, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, without regard to the conflict of laws provisions thereof. All causes of action arising out of or relating to this contract shall be brought exclusively in the courts of the District of Columbia.

Name			
Date			

EXHIBIT C

RULES AND REGULATIONS

Any and all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Housing Contract to which this <u>Exhibit C</u> is attached (the "Contract"). Resident acknowledges that Landlord shall have the right to assess reasonable charges for violations of these Rules and Regulations, and Resident shall pay such charges to Landlord in accordance with the Contract, even if the exact amount of any particular charge is not listed below or in the Contract. All of the Rules and Regulations shall apply to Resident's guests, and Resident shall be responsible for ensuring that Resident's guests comply with the provisions of this <u>Exhibit C</u>. Any reference to "Resident" in the below provisions shall apply equally to Resident's guests.

1. FACILITY.

- a. Resident shall use the driveways, sidewalks, courtyards, passages, stairs or halls of the Facility for purposes of ingress and egress only. Resident shall not obstruct (or allow or cause bicycles, vehicles or other items to obstruct) the driveways, sidewalks, courtyards, passages, stairs or halls of the Facility.
- b. Resident may not distribute, post, or hang any signs or notices in any portion of the Facility (other than the Bedroom and the Unit in accordance with these Rules and Regulations).
- c. Resident shall not leave bicycles in any area of the Facility, except on bicycle racks provided by Landlord (if any) in Landlord's sole discretion.
- d. Motorcycles, motor scooters, mopeds, or other vehicles with internal combustion engines are prohibited in any building within the Facility.
- e. Team sports such as football, baseball, basketball, kickball, soccer, dodgeball, volleyball, etc. shall be limited to the designated areas (if any) only. In no event shall such sports be played in parking areas or the pool area.
- f. Resident shall not move or remove any furniture provided by Landlord in the Facility Common Areas. Moving or removing such furniture will be considered disorderly conduct or theft, and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions.
- g. Use of the Facility Common Areas (including, but not limited to, the Amenities) shall be limited to Resident, Resident's guests, and the other residents (and other residents' guests) of the Facility. Guests of residents using the Facility Common Areas and/or the Amenities must be accompanied by Resident at all times. If Resident's guest is sixteen (16) years of age or younger, such guest must be accompanied by a parent or guardian at all times. Landlord shall have the right, in its sole discretion, to prohibit Resident's guests from using the Facility Common Areas and/or the Amenities.
- h. All household trash and garbage must be placed directly in (and not around or in the vicinity of) the applicable trash chute, bin, dumpster, or compactor located within the Facility. In no event shall Resident dispose of any furniture, boxes, or construction debris in any of the trash receptacles provided by Landlord or elsewhere within the Facility. Resident shall not leave such trash and refuse in the Bedroom, the Unit, or other portions of the Facility. In no event shall Resident leave trash or refuse outside of the Unit for any time period, except for the placement of trash or refuse in the applicable trash chute. Should Resident fail to comply with this provision, Landlord reserves the right to charge Resident the Garbage Removal Fee, or such other fee as is reasonable under the circumstances, as determined by Landlord in Landlord's sole and absolute discretion. In addition, Resident shall be liable for the cost of any additional clean-up or repairs required as a result of any violation of this provision.
- i. Resident shall not operate any business within the Facility, including without limitation, a childcare service.

2. BEDROOM AND/OR UNIT

- a. Resident shall not place any signs in the Bedroom or the Unit that are visible from the exterior of the building in which the Bedroom and the Unit are located. All draperies, drapery linings, shutters or blinds visible from the exterior of the Unit must show white or off-white. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place. Neon or flashing signs cannot be displayed in any window.
- b. Resident shall keep clean and uncluttered the patios and balconies that are a part of the Bedroom and/or the Unit. Resident shall not hang (or allow to be hung) garments, rugs or any other items from any exterior of the Bedroom or the Unit (including, without limitation, windows, patios, and balconies). Resident shall not throw, drop or hang any item out of the windows of the Bedroom or the Unit, or off the balconies or patios of the Bedroom and/or the Unit. Resident shall not use the patios or balconies for storage purposes. Resident shall not fence in, wire, or otherwise enclose the patios and/or balconies. Furniture on the balconies and patios of the Bedroom and/or the Unit shall be limited to furniture designed for outdoor use. Resident shall be subject to a written warning, fine, or both for violation of this provision, in addition to any clean-up costs or repairs required as a result of any violation of this provision. Landlord reserves the right to deny placement of items deemed inappropriate on or about Resident's Unit.
- c. Resident may place a welcome mat in front of entry to the Unit; provided, however, in no event shall Resident place a rug or carpet remnant in front of the entry to the Unit.
- d. Resident shall not install (or cause to be installed) any electrical or telephone wiring in the Unit or in any portion of the Facility.
- e. Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used by Resident only for the purpose for which they were constructed. Sweepings, rubbish, rages, ashes, grease, and other foreign substances shall not be thrown in any plumbing apparatus.

- f. Except in the case of a fire, Resident shall not trigger the overhead sprinkler system in the Unit (if applicable). Resident acknowledges that a simple depression of the sprinkler head will result in a total draining of water from the overhead sprinkler system. To the full extent permitted by applicable law, Landlord shall not be liable for damages incurred if the overhead sprinkler system is triggered. If the overhead sprinkler system is triggered in the absence of a fire, Resident shall be subject to a written warning, the Sprinkler Fine, or both, in addition to any clean-up costs or repairs required as a result of any violation of this provision.
- 3. PROHIBITED ITEMS. Resident shall not bring any of the following items into the Bedroom, the Unit or any other areas of the Facility: (a) any construction barriers, cones, street signs, newspaper machines, or other stolen property, (b) darts or dart boards (c) liquid-filled furniture (including, without limitation, waterbeds, hot tubs or spas), (d) hazardous or dangerous substances and chemicals (including without limitation automobile batteries, gasoline, acids and other dangerous chemicals), (e) fireworks, fire crackers, or other explosives, (f) weapons (including without limitation pistols, rifles and other firearms, BB guns, paint pellet guns, numchucks and switch blades), (g) major appliances not provided by Landlord (including without limitation washers, dryers, and dishwashers), (h) live-cut Christmas trees, wreaths or other live decorations, (i) pool tables, (j) hot plates, candles, halogen lamps, space heaters, cooking grills, lighter fluid, or any other item that has a heating element or open flame, (k) aerials, masts or other short wave radio transmitting equipment, or (l) satellite dishes.
- 4. ALTERATIONS TO UNIT. Resident shall not modify any portion of the Unit (including, without limitation, the ceilings, floors, walls, shelves, closets) in any manner without Landlord's written consent, which consent shall be granted or withheld in Landlord's sole discretion. Resident shall not place any decals, stickers or other adhesive materials on walls, windows or other surfaces of the Bedroom or the Unit. Posters shall be secured to the walls with push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using the proper picture-hanging hooks that do not penetrate through the dry wall boards. Resident shall not change the structure or appearance of the patios of balconies in the Bedroom and/or the Unit in any manner.
- ANIMAL. All pets and animals are prohibited in the Bedroom, the Unit, or anywhere else on the Facility unless and until (a) Landlord has approved the pet or animal (which approval shall be granted or withheld in Landlord's sole discretion), (b) Landlord and Resident have executed an Animal Addendum (a copy of which is available at the Management Office), and (c) paid applicable fees. Animal and pet prohibitions apply to mammal, rodents, reptiles, birds, fish and insects. Notwithstanding the foregoing, nothing herein shall be construed to prohibit service or assistance animals from residing in the Unit, if Resident submits documentation from a health professional confirming the need for such service or assistance animal; however, such documentation from a health professional shall not be required in situations where there is an obvious need for the service or assistance animal. At Landlords option, Landlord may elect to use a third-party pet screening service ("Pet Screening Service"). Should Landlord elect to use the Pet Screening Service, in addition to the requirements set forth above, Resident shall be required to enroll in the Pet Screening Service and comply with all obligations required by the Pet Screening Service, including but not limited to, the payment of any applicable fees charged by the Pet Screening Service in order to qualify the presence of such pet or animal at the Facility or in the Unit ("Pet Screening Service Qualification"). If Resident violates the terms of this provision, the following shall apply: (a) for the first (1st) violation, Landlord will issue Resident a written warning specifying the complaint, the Animal Violation Fee (First Violation) will be assessed against Resident, and Resident shall immediately remove the animal or pet from the Facility; and (b) for each additional violation, the Animal Violation Fee (Additional Violation) will be assessed against Resident, Resident shall immediately remove the animal or pet from the Facility, and (c) at the option of Landlord for any violation, there shall be an immediate Event of Default under the Contract. In addition to the Animal Violation Fee (First Violation) and Animal Violation Fee (Additional Violation), Resident shall be responsible for all costs and expenses related to a violation of this provision (including, but not limited to, cleaning and/or replacing carpet and pest control treatment).

6. UTILITIES:

- a. **IF RESIDENT CONTRACTS FOR UTILITIES:** Resident must cause all Resident Utilities (as such term is defined in the Utilities Addendum) except cable television, telephone services and/or internet services (to the extent such services are Resident Utilities under the Utilities Addendum) to remain active, even during university holidays.
- b. For all periods during freezing weather, unless Landlord instructs otherwise, Resident must, twenty-four (24) hours per day, (i) keep the Unit heated to at least sixty degrees Fahrenheit (60°F), (ii) keep cabinet and closet doors open, and (iii) drip water from all faucets. During warmer periods, Resident shall (i) not lower thermostat to less than sixty-five degrees Fahrenheit (65°F) as not to cause unit to freeze, (ii) not turn off system, or (iii) set temperature higher than seventy-five degrees Fahrenheit (75°F). Resident shall be liable for all damages incurred in connection with a violation of this provision, including, but not limited to, damages caused by broken pipes.
- c. For the duration of the Contract Term, Resident shall replace, at Resident's expense, the light bulbs (60-watt bulbs maximum) in the Unit. Colored bulbs are not allowed in any light fixture visible from the exterior of the Unit.
- 7. INTERNET POLICY. Resident's use of internet services and network access (collectively, the "Internet Services") in the Facility is subject to the following terms and conditions:
 - a. Resident may not use the Internet Services in a manner that inordinately drains bandwidth, such as hosting one or more web sites, operating peer-to-peer file-sharing software, or running one or more servers directly from the Unit.
 - b. Resident may not use the Internet Services to operate an Internet-based business.
 - c. To the fullest extent permitted by law, Resident acknowledges and agrees that Landlord is not liable to Resident for any losses

incurred as a result of day trading, e-commerce, or other financial transactions and activities engaged in by Resident using the Internet Services. If Resident uses the Internet Services to engage in any of these activities, Resident acknowledges and agrees that Resident does so at Resident's own risk.

- d. Resident shall not install network devices, whether wireline or wireless, to enable any person who does not reside in the Unit to access the Internet Services. Any wireless network device installed by a Resident must comply with applicable FCC rules and regulations, and must not interfere with the Internet Services or wireless systems operated by Landlord or any service provider at the Facility.
- e. To the extent that Landlord provides the Internet Services via a third party service provider, the following provisions shall also apply:
 - i. In connection with the Internet Services, the applicable service providers may need to access the Unit. Such service providers shall be permitted to enter the Unit in accordance with the provisions of the Contract.
 - ii. Resident shall not damage the equipment provided in connection with the Internet Services, and agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, demands, costs, expenses, and causes of action arising out of, or in any way relating to, actions or inactions by Resident, including, but not limited to, any amounts Landlord is required to pay to the applicable service provider to cover the costs of any such damage.
 - iii. Landlord reserves the right, at any time and for any reason or no reason, to: (i) switch service providers, (ii) change the quantity and quality of the Internet Services, or (iii) discontinue Internet Services.
 - iv. If any sums due under the Contract are delinquent, to the extent permitted by applicable law, Landlord shall have the right to request that the applicable service providers interrupt or terminate Internet Services to the Unit (even if Resident subscribes services beyond those provided by Landlord) until Resident pays all outstanding sums.
 - v. Resident shall: (1) install, operate, and regularly update anti-virus software on Resident's computer; and (2) install and regularly update any operating system patches available for the operating system running on Resident's computer. If, as a result of any failure to comply with the preceding sentence, the Internet Services provider's ability to provide the Internet Services to Resident or others at the Facility is adversely affected, Resident may be disconnected from the Internet Services until such time as Resident demonstrates to the Internet Services provider's reasonable satisfaction that Resident's computer is free of viruses and the operating system is updated.

8. FIRE SAFETY

- a. Landlord may, but shall not be obligated to, provide barbeque grills in the Facility Common Areas. No other grills or hibachis are permitted in the Facility (including, without limitation, in the Units or the Unit Common Areas). Resident is responsible for any damage caused by improper use or violation of this rule and fines imposed pursuant to applicable law.
- b. Resident shall not tamper with, interfere with, or damage any alarm equipment and/or installations.
- c. Resident shall use fire warning devices and safety equipment only in an emergency situation. In the event of an alarm, Resident shall vacate the Unit immediately, and shall not return until instructed by the appropriate officials to do so. Residents who do not vacate their units during an alarm shall be subject to disciplinary action and/or a fine. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and an immediate Event of Default under the Contract.
- d. Landlord will furnish smoke detectors as required by applicable law. For the duration of the Contract Term, Resident shall test the smoke detectors on a regular basis and pay for and replace batteries as needed, unless applicable law provides otherwise. Landlord may replace dead or missing batteries at Resident's expense, without prior notice to Resident. RESIDENT SHALL NOT INTENTIONALLY DAMAGE, DISCONNECT, BLOCK, OR COVER THE SMOKE DETECTOR OR REMOVE A BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY, AND RESIDENT SHALL IMMEDIATELY REPORT SMOKE DETECTOR MALFUNCTIONS TO LANDLORD. FAILURE TO COMPLY WITH THE FOREGOING SHALL BE CONSIDERED AN IMMEDIATE EVENT OF DEFAULT UNDER THE CONTRACT AND SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RESULT IN RESIDENT BEING LIABLE TO LANDLORD FOR ALL FINES INCURRED BY LANDLORD UNDER APPLICABLE LAW, ALL COSTS AND DAMAGES INCURRED BY LANDLORD AS A DIRECT OR INDIRECT RESULT OF THE INOPERATIVE SMOKE DETECTOR, AND THE SMOKE DETECTOR FINE.
- e. Smoking is prohibited in all areas of the Facility. The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, electronic/vapor cigarette, tobacco product, marijuana product, illegal drug, or other product in any manner or in any form. Any violation of this provision shall, at the option of Landlord, be an immediate Event of Default under the Contract. Resident shall also be responsible for the costs and expenses of cleaning and/or replacing carpet, furniture, or any other item due to any damage caused by a violation of this provision.
- 9. KEYS; LOCK-OUTS. Resident shall not change the locks to the doors of the Unit or the Bedroom. If Resident requests that Landlord change the locks to the Bedroom, the Unit and/or the mailbox, the Lock Change Fee will be assessed to Resident. In the event of a lockout, Resident shall contact the Management Office. Landlord may, but is not obligated, to provide after-hours lockout service and, if so provided, the After-Hours Lockout Fee shall apply. In the event of an emergency, Resident should call 9-1-1.

10. PARTY GUIDELINES

a. All parties/gatherings of fifteen (15) or more guests must be registered with Landlord. Registration of parties/gatherings does not release Resident from any of its obligations under the Contract, these Rules and Regulations, or any other exhibits or

addenda attached to the Contract. No party of fifteen (15) or more guests may take place outside Resident's Unit at any given time or the party will be shut down.

- b. All parties shall be held in accordance with local laws and ordinances.
- c. The following shall apply to complaints concerning Resident's violation of this Section 10:

1St complaint: A written warning will be issued and the party will be shut down.

2nd complaint: A \$100.00 fine will be assessed against Resident and the party will be shut down.

3rd complaint: A \$200.00 fine will be assessed against Resident and the party will be shut down.

4th complaint: A \$300.00 fine will be assessed against Resident, the party will be shut down and Resident will become subject to eviction.

- d. Any violation of this provision may be considered an immediate Event of Default by Landlord.
- 11. DRUGS. Illegal drugs and drug paraphernalia are prohibited in all areas of the Facility, including the Units. Resident shall not

possess, manufacture or sell illegal drugs in any portion of the Facility, including the Units. The term "drug paraphernalia" includes,

but is not limited to, bongs, hash pipes, blow tubes, vaporizers, and water pipes.

13. SERVICE REQUESTS

a. RESIDENT SHALL CALL 9-1-1 IN CASE OF FIRE AND OTHER LIFE-THREATENING OR PROPERTY-THREATENING SITUATIONS.

Landlord offers responses to emergency service requests twenty-four (24) hours per day, seven (7) days a week. For after-hours emergencies, Resident shall call the Management Office's answering service at the Facility, or such other phone numberas provided by Landlord from time to time, and leave a message (i) identifying the affected Unit, (ii) explaining situation and the requested action, and (iii) providing the best contact number for Resident. If the Management Office determines, in its commercially reasonable discretion, that (x) the situation requires immediate attention, the Management Office will contact the proper service personnel, or (y) the situation does not require immediate attention, the Management Office will address the situation during normal business hours. For non-emergency service requests, Resident shall call the Management Office during normal business hours or place a work order online. Resident shall not enter into a contract with an outside vendor for serviceto the Unit, the Bedroom or the Facility without Landlord's consent, which consent shall be granted or withheld in Landlord'ssole discretion.

14. NOISE.

- a. Residents will be respectful of the time and energies of faculty, staff, and administration, other students, and neighbors living near the campus.
- b. Resident may not make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radios,phonographs, television sets, amplifiers and other instruments or devices may not be used or played in such a manner as mayconstitute a nuisance or disturbance to other residents. Accordingly, the following shall apply to complaints concerningResident's violation of this provision:

1St complaint: A \$50.00 fine will be assessed against Resident. 2nd complaint: A \$100.00 fine will be assessed against Resident.

3rd complaint and any subsequent complaint: A \$200.00 fine will be imposed and Landlord may, at its discretion, declare an Event of Default under the Contract.

- b. Neither Resident nor Resident's guests may use the Facility Common Areas, including without limitation, the parking facilities, in a manner that interferes with the use and enjoyment of other residents.
- c. Any general noise disturbances (i.e., noise from pool music, parties, machinery, etc., should be reported to the Management Office (during business hours) or the answering service (after hours)). If after normal business hours, the answering service will contact the appropriate personnel to handle the disturbance.
- **15. Amenities**. To the extent available at the Facility, the following provisions shall apply to and govern the use of following specific Amenities:
 - a. **Pool:** The Facility may be equipped with a pool. Resident hereby acknowledges that, unless required pursuant to applicable law, no lifeguard will be present at the pool, and Landlord shall not be obligated to supervise the pool, or cause the pool to be supervised. To the fullest extent permitted by applicable law, Resident's use of the pool is at Resident's sole risk. Resident shall abide by, and shall cause its permitted guests to abide by, below-listed rules applicable to the pool, as well as any additional rules posted by the pool:
 - i. Resident shall follow all rules posted in the pool area. In the event of a conflict between this Section and the rules posted at the pool area, the rules posted at the pool area shall govern and control.
 - ii. Resident shall not be permitted to have any more than one (1) guest in the pool area at any given time.
 - iii. No glass containers or alcoholic beverages are permitted in the pool area at any time.
 - iv. NO DIVING IS PERMITTED.
 - v. Access to the pool area is permitted during the posted hours of operation only.

- vi. No pets are permitted in or around the pool area.
- vii. Landlord reserves the right to prohibit any person from using the pool or accessing the pool area at any time.
- b. **Fitness Center:** The Facility may be equipped with a fitness center (the "**Fitness Center**") which contains a variety of fitness-related machines and equipment (the "**Fitness Equipment**"). Resident shall abide by all rules posted at the Fitness Center. To the fullest extent permitted by applicable law, use of the Fitness Center and the Fitness Equipment is at Resident's sole risk. In no event shall any of Resident's quests be permitted to use the Fitness Center or Fitness Equipment.
- Tanning Bed: The Facility may be equipped with a tanning facility (the "Tanning Facility") which contains one (1) or more tanning beds or other sunless tanning devices (each, a "Tanning Device" and collectively, the "Tanning Devices"). Resident shall abide by the following rules applicable to the Tanning Facility, as well as any and all additional rules posted at the Tanning Facility: (i) Resident shall use protective eyewear at all times when using any Tanning Device; (ii) Resident shall utilize a Tanning Device no more than one (1) time in any twenty-four (24) hour period; (iii) Resident shall obtain approval from a physician prior to using any Tanning Device if Resident is pregnant, Resident has a history of skin problems, or Resident is taking prescription or over-the-counter drugs; and (iv) Resident shall comply with all applicable laws regarding the use of Tanning Devices. In no event shall any of Resident's guests be permitted to use the Tanning Facility or any Tanning Device. RESIDENT ACKNOWLEDGES AND AGREES THAT (I) THE FAILURE TO WEAR PROTECTIVE EYEWEAR MAY RESULT IN SEVERE BURNS OR PERMANENT INJURY TO RESIDENT'S EYES, AND (II) EXPOSURE TO ULTRAVIOLET LIGHT CAN CAUSE RESIDENT'S SKIN TO BURN, AND MAY RESULT IN PREMATURE AGING OR SKIN CANCER. RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT HAS READ AND UNDERSTANDS THE RULES AND WARNINGS STATED ABOVE, AS WELL AS ANY OTHER WARNINGS REQUIRED BY APPLICABLE LAW WITH RESPECT TO TANNING EQUIPMENT OR FACILITIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE TANNING FACILITY AND THE TANNING DEVICES IS AT RESIDENT'S SOLE RISK. WITHOUT LIMITING THE FOREGOING, RESIDENT HEREBY EXPRESSLY ASSUMES THE RISK FOR ANY INJURY (INCLUDING DEATH), SICKNESS (INCLUDING CANCER) OR ACCIDENT WHICH RELATES TO THE USE OR THE MISUSE OF THE TANNING DEVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RESIDENT HEREBY RELEASES LANDLORD AND THE LANDLORD PARTIES FROM ANY AND ALL CLAIMS AND/OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO (I) THE TANNING FACILITY AND/OR THE TANNING DEVICES, (II) RESIDENT'S USE OR MISUSE OF THE TANNING FACILITY AND/OR THE TANNING DEVICES, AND (III) THE NEGLIGENT ACTS OR OMISSIONS OF LANDLORD OR LANDLORD PARTIES WITH RESPECT TO THE TANNING FACILITY AND/OR THE TANNING DEVICES.
- d. Juliette Balconies: Resident acknowledges that the Unit may be equipped with one or more decorative balconies with narrow ledges and decorative railings. Resident acknowledges that, although the doors to the balconies open, the balcony is not designed to bear weight. Resident agrees that he/she will not (and shall inform Resident's guests that they may not) stand on the balcony, bear weight on the balcony, lean on the railings of the balcony, or hang over or off of the balcony in any manner. Resident hereby assumes the risk (on behalf of himself/herself and Resident's guests) of having a Unit equipped with one or more balconies. Resident acknowledges and agrees that Landlord shall not be liable for any injuries, damages or losses caused by or related to the use of the balcony by Resident or Resident's guests.
- e. Balconies, general. Resident acknowledges that the Unit may be equipped with one or more balconies. Resident agrees that he/she will not sit on the railing of the balcony, place items on the railing of the balcony, permit items to be thrown from the balcony, or hang over or off the balcony in any manner. Resident hereby assumes the risk (on behalf of himself/herself and Resident's guests) of having a Unit equipped with one or more balconies. Resident acknowledges and agrees that Landlord shall not be liable for any injuries, damages or losses, whether to person or property, caused by or related to the use of the balcony by Resident or Resident's guests.

16. PARKING AND TOWING.

- a. Resident shall not park any motor vehicle at the Facility until: (i) Landlord and Resident execute the Parking Addendum, (ii) Resident registers Resident's vehicle with Landlord, (iii) Resident obtains a parking permit (the "Parking Permit") from Landlord, if applicable, and (iv) Resident pays the Parking Fee, if applicable. Resident is not entitled to a Parking Permit, and Landlord reserves the right to decline to issue Resident a Parking Permit or to revoke a Parking Permit for any reason. If Landlord declines to issue a Parking Permit to Resident, or if Landlord revokes the Parking Permit from Resident, Resident shall not park at the Facility.
- b. Any motor vehicle parked at the Facility is parked at the risk of Resident or Resident's guests or invitees. Landlord is not responsible or liable for any loss or damage by reason of fire, theft, collision or other cause to any motor vehicle or its contents and Resident hereby waives any claims against Landlord for any such damage. Landlord shall not be liable for damages or loss to person or property of Resident or Resident's guests or invitees caused by: i) Resident's failure to observe and maintain recommended security practices; b) Resident's failure to notify landlord of any problem or defect of the parking facilities; or c) any instance of theft or other criminal activity occurring at the Facility.
- c. If available at the Facility, parking may be provided for guests in the designated guest parking areas on a first come, first served basis. At no time are guests permitted to park in areas other than the designated guest parking areas as applicable. Landlord shall not be liable in any manner if there are not available parking spaces for the use of Resident's guests
- d. Motor homes, campers, trailers, boats, personal water craft, and vehicles with more than (two) 2 axles are not permitted on the property at any time.
- e. Resident shall not park a vehicle in any parking space specifically designated for the specific use of others, including but not limited to, guests, other residents or future residents, compact vehicles, electronically charged vehicles, and retail patrons.

- f. The parking spaces at the Facility shall not be used for any purpose other than parking. For avoidance of doubt, Resident shall not perform maintenance on or wash vehicles at the Facility. The parking space may be used only for parking passenger automobiles. The parking space may not be used for storage or for oversized vehicles, boats, RV, jet skis, or commercial vehicles. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense.
- g. Resident must be in compliance with all posted signs on the property, including but not limited to, speed limit signs and other traffic instructions, and signage related to parking pay stations or meters, or they will be cited and subject to tow without warning, at Resident's expense.
- h. Resident acknowledges that parking may be inadequate at certain times (including, without limitation, during sporting events, homecoming, graduation and other special events). In no event shall Landlord be liable to Resident for any damage or inconvenience caused by the unavailability of parking.
- i. Landlord has the right to have Resident's vehicle towed or booted at Resident's expense if Resident violates any provision of this Section 16.
- h. NO REPRESENTATION, WARRANTIES, UNDERTAKINGS OR PROMISES, WHETHER ORAL, IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY LANDLORD TO RESIDENT REGARDING THE PARKING FACILITIES. LANDLORD NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING THE PARKING FACILITIES AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES TO PERSON OR PROPERTY CAUSED BY (A) RESIDENT'S FAILURE TO NOTIFY LANDLORD OF ANY PROBLEM OR DEFECT RELATED TO THE PARKING FACILITIES, OR (B) ANY INSTANCE OF THEFT OR OTHER CRIMINAL ACTIVITY OCCURRING IN THE PARKING FACILITIES.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:	RESIDENT:
By: Landmark Properties, Inc. agent for the respective owner of the Unit	Printed Name:
By: Name: Title:	

SAMPLE PARKING & ACCESS ADDENDUM

This Parking and Access Addendum (this "Addendum") is made and entered into as of
«lease generated_on» (the "Effective Date") by and between «landlord_name» ("Landlord") and
«responsible applicant_names», an individual ("Resident").

Landlord and Resident entered into that certain Housing Contract with a start date of <u>«lease_start_date»</u> (the "Contract") for a bedroom (the "Bedroom") in the <u>«property_name»</u> located at <u>«owner_address»</u> (the "Facility") to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

- 1. <u>Terms</u>. Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
- 2. <u>Parking</u>. Resident acknowledges that parking is available in the designated parking areas at the facility for the use of Residents who have leased an individual parking space for the Monthly Parking Fee. <u>If Resident has elected to lease a parking space in the facility, Resident shall pay the amount listed below each month along with monthly Rent Installment. If no Parking Confirmation or Monthly Parking Fee is listed below resident will not have access to a parking space in the facility. The terms of this Addendum shall coincide with the terms of the Contract and shall automatically expire upon the expiration of the Contract or any renewal or extension of the Contract.</u>

Parking Confirmation: «item_name» Monthly Parking Fee: \$\(\) \(\

- a. The Parking Permit and/or Access Device, to the extent applicable, will be issued at move-in. Resident's Parking Permit/Access Device is only valid for the vehicle Resident has registered with Landlord, (the "Registered Vehicle"). The Parking Permit shall be displayed at all times in the lower left-hand corner of the front windshield of the Registered Vehicle. If the Parking Permit is placed anywhere else or is not visible, the Registered Vehicle is subject to being towed or booted at Resident's expense. Resident shall, without delay, provide Landlord with written notice if Resident has a change in vehicle, license plate, or both. If Resident loses the Parking Permit, Resident shall promptly obtain a replacement from Landlord and pay the Replacement Parking Permit Fee.
- b. Resident shall only park in designated parking spaces or, if applicable, Resident's assigned parking space. Landlord has the right to have Resident's vehicle towed or booted at Resident's expense if such vehicle (i) is parked in a loading zone, fire lane, on landscaping or grass, in front of dumpsters (if any) or on curbs, (ii) is double parked, (iii) appears to be abandoned, (iv) is not, with respect to Resident only, a Registered Vehicle, (v) appears to be in a state of disrepair, (vi) causes damage to the parking facilities, or (vii) does not have a current registration or inspection.
- c. In the event the parking space, or as applicable, any portion of the parking garage, parking lot or parking area, including but not limited to sprinkler and other systems located thereon, is not maintained properly, is damaged, or is otherwise not returned in a condition satisfactory to Landlord at the End Date or the earlier termination of the Contract, Resident shall pay to Landlord all costs associated with repairing or replacing the same.
- d. Resident shall not park any motor vehicle on the surface parking spaces of Wesley Theological Seminary or in the surrounding residential communities or other unauthorized areas. Short-term parking is permitted on Massachusetts Avenue when conforming to DC parking rules, meters, and times. Parking is never permitted on University Avenue or other residential streets within the Spring Valley area. Resident's parking in these areas will be subject to ticketing and towing in accordance with DC parking enforcement rules and those of Wesley

Theological Seminary and American University. Landlord has the right to have Resident's vehicle towed or booted at Resident's expense if Resident violates any provision of this Section 2(d).

e.

3. Controlled Access.

- a. The Facility may be furnished with a controlled access device (the "Controlled Access"), subject to the terms and conditions of this Section. Resident acknowledges that any benefit Resident receives from the Controlled Access is incidental to the existence of controlled access. Resident acknowledges and agrees that the Landlord's installation and use of the Controlled Access does not constitute a voluntary undertaking, representation or agreement by Landlord to provide security to Resident or any guest of the Unit. There is no guarantee that the presence of the Controlled Access will in any way increase personal security or safety of Resident, Resident's guests or their respective belongings. The Controlled Access can be rendered inoperative at any time. Resident acknowledges and agrees that Landlord has no obligation to maintain the Controlled Access, and Landlord may temporarily or permanently remove the Controlled Access at any time without providing alternative controlled access to the Facility. To the full extent permitted by applicable law, Landlord shall not be liable to Resident or any guest of the Facility for any injury, damage, or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the Controlled Access, or for any injury, assault, vandalism or other crime occurring at the Facility. Resident acknowledges Landlord shall not be liable in any way for any disruption in the operation or performance of the Controlled Access.
- b. Resident acknowledges that an access device ("Access Device") is required to operate the Controlled Access. Resident represents and warrants that Resident understands how to use the Controlled Access and how the Controlled Access functions. Resident will not act in any way to impair the use or function of the Controlled Access. Resident agrees to use reasonable care in the operation of the Controlled Access and to comply with any and all instructions, rules or procedures instituted by Landlord regarding the operation of the same. Resident hereby acknowledges that the Access Device is for Resident's sole and exclusive use and the use of such Access Device by any person other than Resident shall constitute a Default under the Contract. Should Resident fail to return the Access Device to Landlord upon request, or should Resident lose or damage the Access Device, Resident shall be liable for the Replacement Access Device Fee.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:	RESIDENT:	
<u>«landlord_name»</u>		
	Printed Name:	
By: <u>«agent_for_landlord»</u> , its agent.		
Ву:		
Name:		
Title		