

**Resolution in support of granting special exception for 2018-2020 18th St. NW**

Whereas, Destination Pet, t/a Life of Riley has applied for a special exception to use of the property located at 2218-2220 18th St. NW for veterinary and animal care under Chapter 513 ; and

Whereas, the neighborhood supports the proposal to provide veterinary services; and

Whereas, Applicant and adjacent neighbors have come to an agreement and signed the attached Memorandum of Understanding [MOU] which addresses neighbors' concerns about noise and waste disposal;

Now, therefore, ANC 1C hereby resolves that:

ANC 1C's prior resolution opposing the application is hereby reversed. ANC 1C requests that the Board of Zoning Adjustment grant the proposed application for special exception, incorporating the appropriate terms from the MOU regarding 2218-2220 18th St. NW in its order.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) agreed upon this 17<sup>th</sup> day of December, 2019, by and between Destination Pet, LLC (“Destination Pet”); Katherine Madigan; Travis Philips and Steven Stalinsky (collectively, the “Neighbors”).

WHEREAS, Destination Pet will, after the consummation of a transaction which is contingent upon Destination Pet obtaining the approvals which are the subject matter of this MOU, lease the property at 2218-2220 18th Street, NW, Washington DC 20009 (Lot 0078, Square 2553) (the “New Property”). The New Property is directly adjacent to Destination Pet’s existing pet care center located at 2222-2224 18th Street, NW, Washington, DC, 20009 (the “Existing Property”); and

WHEREAS, Destination Pet filed BZA Case 20166 (the “BZA Case”) for a veterinary office/boarding hospital use at the New Property, which will include dog boarding rooms; and

WHEREAS, Destination Pet presented to ANC 1C’s Planning, Zoning and Transportation Subcommittee on October 16, 2019 and the full ANC 1C on November 6, 2019; and

WHEREAS, Destination Pet desires to work with the Neighbors to ensure a mutually beneficial result relating to both the BZA Case and the future operation of Destination Pet’s business at both the Existing Property and the New Property. In order to further these mutual goals and desires, Destination Pet met with community members, including the Neighbors, on November 12, 2019, December 2, 2019, and December 9, 2019; and

WHEREAS, the Neighbors have raised concerns with noise from the Existing Property and present operation of Life of Riley; and

WHEREAS, there are dog “play” areas shown on the plans submitted in the BZA Case, and also in current use at the Existing Property; and

WHEREAS, Destination Pet recognizes that due to the nature of its business, the mature age of the Existing Building and New Property, and the general urban neighborhood setting, noises originating within the buildings will be audible for nearby properties from time to time; and

WHEREAS, a further concern of residents is how storage of dog waste and medical waste will be handled; and

WHEREAS, the appearance of the roof of the New Property is a matter of interest to residents living next to and nearby the business location, as there is a concern about proper removal of old HVAC equipment and no longer used cable television equipment and any other equipment or items not needing to be stored on the roof, so that views are preserved with as little clutter as possible.

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

Taking all the above into consideration, upon mutual execution of this MOU, the Neighbors agree as follows:

1. Not to oppose nor take adverse action against Destination Pet in the current BZA Case (Case 20166) request for a Special Exception.

Taking all the above into consideration, upon mutual execution of this MOU, Destination Pet agrees as follows:

1. To engage the services of an acoustical engineer from Phoenix Noise and Vibration to review the plans submitted in the BZA Case for the New Property as well as the proposed improvements to the Existing Property for sufficiency of noise attenuation features and building materials, and to provide the acoustical engineer's report to the Neighbors. A copy of the acoustical engineer's report is attached hereto at Exhibit A.
2. At the New Property, implement the architectural plans submitted as Exhibit 35A in the BZA Case (the "Plans") along with the recommendations reflected in the acoustical engineer's report at Exhibit A, as follows:
  - a. Fill abandoned external windows and doors with double wythe brick system;
  - b. Seal all external gaps with mortar or non-hardening caulk;
  - c. For all STC-51 rated partition walls identified in the Plans, install two layers of 5/8" Type X gypsum board on one side of the partition wall and a single layer on the opposite side;
  - d. For existing external masonry walls identified in the Plans, use two layers of 5/8" Type X gypsum board, space all new wall framing a minimum of 1" from the existing brick with no contact with the brick wall, and fill the resulting cavity with insulation;
  - e. For the existing cement wall at the rear of the ground level adjacent to the proposed food prep/laundry room, install sound insulation using two layers of 5/8" Type X gypsum board, space all new wall framing a minimum of 1" from the existing brick with no contact with the brick wall, and fill the resulting cavity with insulation;
  - f. Install fiberglass batt insulation in ceiling system directly over any floor space that is identified for dog boarding, including the second level;
  - g. Install acoustical ceiling tiles with a minimum attenuation class of 35 or higher;
  - h. For the internal door adjacent to the "small dog play" area identified in the Plans, install a new solid core wood door with insulated view lite and acoustical seals;
  - i. At the time of construction, determine whether the internal existing wall between the restroom area and janitor/vestibule area identified in the Plans requires additional sound attenuation features, as identified in subsections 2(d) herein;
  - j. Should it be determined that the internal existing wall referenced in subsection 2(i) is not a double wythe masonry wall, Destination Pet will add another layer of masonry to the thickness of the wall from the inside and one layer of 5/8" dense drywall with an airspace between it and the existing wall; and
  - k. Install a new solid core metal door and acoustical seals at the new rear entry.
3. At the Existing Property, make improvements in an effort to improve noise attenuation features and building materials as reflected in the acoustical engineer's report at Exhibit A, which are estimated to come at the cost of \$25,000 to Destination Pet, with the following improvements to be completed no later than ninety (90) days following approval of the BZA Case:

- a. Along the rear wall of the ground level, replace the existing external door with a solid core metal insulated door with new acoustical sealant;
  - b. Fill abandoned external windows and doors with double wythe brick system, expanded foam insulation, resilient channels on framing and new siding, with sealant on perimeter edges;
  - c. Seal all external gaps and openings with mortar or non-hardening caulk; and
  - d. Remove old PTAC unit and install mini split system or portable AC unit in its place.
4. At the Existing Property, make improvements in an effort to improve noise attenuation features and building materials as reflected in the acoustical engineer's report at Exhibit A, with such improvements to be completed no later than ninety (90) days following completion of Destination Pet's construction relating to the New Property. These improvements to the Existing Property, shall include the following:
  - a. Along the rear wall of the building on the ground level and second level, extend the existing interior furred wall to the roof assembly, including installation of fiberglass sound batt insulation, drywall and sealant.
5. Continue to use commercially reasonable efforts to cooperate and work with the Neighbors throughout and following the construction process to ensure that improvements and noise attenuation are completed to meet the reasonable requests of the Neighbors. If issues arise, Neighbors may contact Rob Border at [rob.border@destpet.com](mailto:rob.border@destpet.com), who will respond to concerns raised by Neighbors within two (2) business days and communicate Destination Pet's plan of action with respect to such reasonable requests. Additionally, no later than October 1, 2020, Destination Pet and Neighbors shall arrange a meeting to discuss the improvements set forth herein. In addition to the funds described in Section 3 above, Destination Pet has set aside additional funds to address reasonable future concerns raised by the Neighbors in a total combined amount (inclusive of the funds described in Section 3) of \$50,000.
6. To remove from the New Property and Existing Property all dog waste at least two (2) times per week or more frequently as needed to ensure nuisance odor and rat attraction is avoided. Said waste shall be stored in a bear/rat-proof trash enclosure and transferred to outside cans on the day of pickup used by licensed DC haulers as close to pick-up times as reasonable possible.
7. To remove all old, not-in-use equipment from the roofs of the New Property and Existing Property, including but not limited to: old, unused heating and air conditioning equipment, including ductwork; old unused cable television equipment such as satellite dishes, and any other unused equipment from prior establishments.
8. To instruct Destination Pet's employees and customers not to block or park in the alley between Kalorama Road NW/Wyoming Avenue NW, nor the parking spots behind 1806 or 1810 Kalorama Road NW.
9. Verification. To provide photos of the products being installed as described in this MOU. Such photos shall be provided to Katherine Madigan from time to time during the construction.

10. To delay Saturday construction hours to 10am start in support of a quiet weekend environment for the surrounding community.

BZA Case Conditions. Upon execution of this MOU, Destination Pet and Neighbors shall submit a document in the BZA Case requesting the BZA incorporate the terms in this MOU as conditions to approval of the BZA Case.

Counterparts. This MOU may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. This MOU may be executed and delivered by facsimile signature or other reliable electronic means (including email of a PDF document or DocuSign).

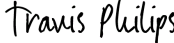
[Signature page follows.]

**IN WITNESS WHEREOF**, the parties have executed this MOU as of the date set forth above.

**NEIGHBORS:**

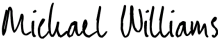
DocuSigned by:  
By:  12/17/19 | 5:19 PM EST  
Name: Katherine Madigan, 1806 Kalorama Road NW

DocuSigned by:  
By:  12/17/19 | 4:10 PM EST  
Name: Travis Philips, 1806 Kalorama Road NW

DocuSigned by:  
By:  12/17/19 | 4:26 PM EST  
Name: Steven Stalinsky, 1806 Kalorama Road NW

**DESTINATION PET:**

DESTINATION PET, LLC,  
a Delaware limited liability company

DocuSigned by:  
By:  12/17/19 | 1:20 PM PST  
Name: Michael Williams  
Title: Sr. VP of Growth