



**Government of the District of Columbia**  
**ADVISORY NEIGHBORHOOD COMMISSION 3/4G**

CHEVY CHASE, BARNABY WOODS, HAWTHORNE

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**Report on the**  
**Ingleside Task Force**  
**November 17, 2020**

ANC 3/4G created the Ingleside Task Force as part of its December 8, 2014 “Resolution Applying Conditions for Approval of Ingleside Rock Creek’s BZA Application No. 18898.”<sup>1</sup> This Agreement with Ingleside was the product of multiple public meetings between May and December 2014, and extensive negotiations with Ingleside about its proposed expansion project. The Agreement included detailed commitments by Ingleside covering (1) how it would communicate with the community and Ingleside residents during the expansion project, (2) the design for the new buildings, (3) pre-construction planning that Ingleside would undertake and share with the community, (4) how construction would be conducted (including restrictions on parking and which streets were off-limits for construction vehicles), and (5) how the Agreement would be enforced.

Under the terms of the Agreement, the Ingleside Task Force was made up of stakeholder representatives who advise Ingleside throughout the pre-construction and construction of the Expansion Project. The ANC Commissioner representing the Single Member District containing Ingleside — Commissioner Randy Speck throughout the project — chaired the Task Force. Ingleside’s Project Management was represented at various times by its on-site managers, Tom Seybold, Steve Van Dorpe, and Nathan Ott. One member of the Task Force was an Ingleside resident, Jane Angus. Ellen Agler, Executive Director for Temple Sinai, represented institutional neighbors. Nearby residents were represented by Joy Dorman (32nd Street resident), Mike Osborne (30th

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<sup>1</sup> The Commission’s resolution is available at <https://bit.ly/3ns82kp>.

Place), Anne Renshaw (Military Road), and Steve Herman (29th Street). Over the past six years, ANC Commissioners Chanda Tuck-Garfield and Abe Clayman also served as members of the Task Force.

The Task Force met monthly during most of the pre-construction and construction period. The meetings were held at Ingleside, and always included the Ingleside project management team<sup>2</sup> and Ingleside management or staff,<sup>3</sup> as appropriate. Ingleside prepared meeting agendas and provided the Task Force with detailed updates on construction planning and execution. These meetings were also an opportunity for Task Force members to ask questions and get additional information from the project management team.

In order to provide an incentive for compliance with the Agreement, Ingleside agreed to pay fines for violations. Fines could be imposed for any violation of the Agreement, e.g., when construction workers parked in the neighborhood or when construction vehicles drove or parked on streets that were designated as off limits. Fines escalated when there were multiple violations by the same subcontractor. Over the course of construction, the Task Force developed a reporting protocol to notify Ingleside project management of violations, and the project management team implemented its own procedures to identify violations.

Ingleside took great care to comply with all the provisions of the Agreement. They kept the Task Force advised of project developments and were consistently responsive to the Task Force's concerns. On several occasions, the Task Force representatives took tours of the project management offices to see the planning, scheduling, and construction controls as well as the physical progress of construction. The Task Force also toured the completed facilities as they were finished.

Several actions by Ingleside greatly contributed to its compliance with the terms of the Agreement. First, the construction planning requirements in the Agreement ensured that Ingleside anticipated potential problems that could impact the community. Second, in order to prevent construction workers' parking in the neighborhood, Ingleside rented

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<sup>2</sup> The project management team Ingleside's project management contractor, Westminster Ingleside Group (WING), and the construction management contractor, Whiting-Turner. Whiting-Turner's senior managers Brendan Baloh (Vice President) and Jim Owens (Senior Vice President) guided the project and site managers Todd Confer (Lead Superintendent) and Project Managers Andrew Glover and Nikk Glazier gave the Task Force information on the construction.

<sup>3</sup> Ingleside's Executive Directors during the construction were Catherine Scott, Carol Lassiter Tarlowoh, Frank Beech, and Felix Rosenwasser.

parking space at the former Walter Reed facility and provided shuttle buses to bring workers to and from the job site. If Ingleside had not made these arrangements, the neighborhood would have been overwhelmed with construction workers' cars. Third, Ingleside took extraordinary steps to keep construction trucks from using neighborhood streets. When, despite prominent signage, some subcontractor trucks drove on a prohibited street like 32nd Street from Military Road to Broad Branch Road, the construction management team placed a flag person on the corner — even during inclement weather — to stop any construction trucks.

Nevertheless, Agreement violations did occur. Most frequently, those violations occurred when a new subcontractor began work on the job, and its workers were not sufficiently attuned to the importance of compliance. Ingleside took aggressive steps to educate subcontractors and their employees about the Agreement's terms and the necessity for compliance, but when violations occurred, fines were imposed. The Agreement provided for a referee to resolve any disputes related to fines, but there were never any disputes that triggered this provision.

Over the course of construction, subcontractors paid a total of \$216,700 in fines. The Agreement provided that “fines will be paid to one or more non-profit organizations in the District of Columbia to be designated by the Task Force.”<sup>4</sup> The Task Force distributed the fines to 17 charities in amounts ranging from \$2,000 to \$27,200. The full list of recipients is attached.

Several aspects of the Ingleside project may be instructive for future large construction projects within the ANC.

- **Early ANC Participation** — The Commission began working with Ingleside before there was a working design and before any zoning variance or permit applications had been filed.<sup>5</sup> Ingleside was able to accommodate several neighborhood concerns as the design progressed, thus heading off potential disputes.
- **Extensive Pre-construction Planning** — The project was fortunate that there was significant time between execution of the Agreement and commencement of construction while Ingleside obtained pre-commitments for the independent

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<sup>4</sup> Agreement, page 16.

<sup>5</sup> At the early stages of the project, the Commission worked with Ingleside's CEO, Lynn O'Connor, its architect, Gary Steiner, and its lawyer, Allison Prince. They all considered working with the community a priority and creatively sought solutions.

living units and financing. The Agreement specified several key planning documents to be prepared during this time for the Task Force's review and acceptance. The parties developed detailed plans covering permitting, traffic control, parking and transportation, construction management, and subcontracting that would guide the entire project.

- **Regular Task Force Review** — The Task Force's monthly meetings provided timely feedback to Ingleside on how the project was progressing from the community's perspective. Problems could be identified and addressed quickly. The Task Force representatives were dedicated and provided the eyes and ears for the neighborhood, often anticipating potential problems that Ingleside could address.
- **Maintaining the Schedule** — The Task Force was particularly attuned to completion of the project as soon as possible to limit the amount of potential construction-related disruption. To maintain the planned schedule, Ingleside's project management regularly advised the Task Force of its steps to stay on schedule, including the need to work on holidays. The Task Force worked with Ingleside to obtain necessary approvals to keep the project on track.
- **Ingleside's Commitment and Support** — Ingleside was thoroughly committed to the Agreement and working with its neighbors to minimize the construction impact. It emphasized to its contractors and subcontractors the importance of following both the spirit and the letter of the Agreement. Without that continuing support, the project would not have been as successful as it was.

The Expansion Project has been a success. Final completion, some new residents' move-in, and the "grand opening" were delayed somewhat because of the COVID-19 public health emergency, but Ingleside residents now have a modern, state-of-the-art facility that will serve our senior citizens for decades. The nearby neighbors were not unduly disrupted by the construction. Deserving local non-profits received the funds collected from fines for violation of the Commission's Agreement. This project can serve as a model for similar projects in the future.

The Commission thanks all of those who contributed to this success, particularly the volunteer members of the Task Force who gave their time and energy to serve the community.



## IETF DISBURSEMENT OF TRAFFIC FINES



Description	Available Funds (Fines)	Disbursements
Funds from 2017 Violations	\$27,200.00	
2017 Full Disbursement - Westminster Ingleside Foundation		(\$27,200.00)
<b>2017 - Year-End (Disbursements)</b>	<b>\$27,200</b>	<b>(\$27,200)</b>
Funds from 1st Quarter 2018 Violations	\$4,500.00	
2018 Partial Disbursement - Iona House		(\$4,500.00)
<b>2018 - 1st Quarter (Disbursements)</b>	<b>\$4,500</b>	<b>(\$4,500)</b>
Funds from 2nd Quarter 2018 Violations	\$12,000.00	
2018 Partial Disbursement - So Others May Eat (SOME)		(\$12,000.00)
<b>2018 - 2nd Quarter (Disbursements)</b>	<b>\$12,000</b>	<b>(\$12,000)</b>
Funds from 3rd Quarter 2018 Violations	\$15,000.00	
Close-out 3rd Quarter (Transfer \$ to 4th Quarter)	(\$15,000.00)	
<b>2018 - 3rd Quarter (Disbursements)</b>	<b>\$0</b>	<b>\$0</b>
Funds left-over from 3rd Quarter 2018	\$15,000.00	
Funds from 4th Quarter 2018 Violations	\$15,000.00	
2018 Partial Disbursement - Northwest Neighbors Village		(\$10,000.00)
2018 Partial Disbursement - Martha's Table		(\$10,000.00)
2018 Partial Disbursement - Chattering Children		(\$10,000.00)
<b>2018 - 3rd &amp; 4th Quarter (Disbursements)</b>	<b>\$30,000</b>	<b>(\$30,000)</b>
Funds from 1st Quarter 2019 Violations	\$66,000.00	
2019 Partial Disbursement - DC Police Foundation		(\$2,000.00)
2019 Partial Disbursement - Friendship Place		(\$14,000.00)
2019 Partial Disbursement - Humane Rescue		(\$15,000.00)
2019 Partial Disbursement - Transition Assistance Program		(\$6,000.00)
2019 Partial Disbursement - Martha's Table		(\$14,000.00)
2019 Partial Disbursement - So Others May Eat (SOME)		(\$13,000.00)
2019 Partial Disbursement - Woodrow Wilson		(\$2,000.00)
<b>2019 - 1st Quarter (Disbursements)</b>	<b>\$66,000</b>	<b>(\$66,000)</b>
Funds from 2nd Quarter 2019 Violations	\$42,500.00	
2019 Partial Disbursement - Academy of Hope		(\$15,000.00)
2019 Partial Disbursement - Safe Shores		(\$15,000.00)
2019 Partial Disbursement - Sinai House		(\$7,500.00)
Close-out 2nd Quarter (Transfer \$ to 3rd Quarter)	(\$5,000.00)	
<b>2019 - 2nd Quarter (Disbursements)</b>	<b>\$37,500</b>	<b>(\$37,500)</b>
Funds left-over from 2nd Quarter 2019	\$5,000.00	
Funds from 3rd Quarter 2019 Violations	\$29,500.00	
2019 Partial Disbursement - Sasha Bruce Youthwork		(\$15,000.00)
Close-out 3rd Quarter (Transfer \$ to 4th Quarter)	(\$19,500.00)	
<b>2019 - 3rd Quarter (Disbursements)</b>	<b>\$15,000</b>	<b>(\$15,000)</b>
Funds left-over from 3rd Quarter 2019	\$19,500.00	
Funds from 4th Quarter 2019 Violations	\$5,000.00	
2019/2020 Partial Disbursement - DC Greens		(\$15,000.00)
2020 Partial Disbursement - Friendship Place		(\$4,500.00)
2020 Partial Disbursement - Playtime Project		(\$5,000.00)
<b>2019 - 4th Quarter &amp; 2020 (Disbursements)</b>	<b>\$24,500</b>	<b>(\$24,500)</b>
<b>Total:</b>	<b>\$216,700</b>	<b>\$0</b>

**Remaining \$ for Distribution**