

**BZA Application for
Variance Relief to Subdivide an
Existing 3-Unit Apartment Building and
Construct a New Alley Dwelling (BZA Case No.
18651, January 29, 2014)**

**Applicant: Peter J. FitzGerald and
his agent, John H. FitzGerald**

**Zoning Counsel: Greenstein DeLorme & Luchs, P.C.
John Patrick Brown, Jr., Esq. and Kate M. Olson, Esq.**

BOARD OF ZONING ADJUSTMENT
District of Columbia
CASE NO. 18651
EXHIBIT NO. 51

JAN 29



District of Columbia Office of Zoning

EXTRACT OF THE DISTRICT OF COLUMBIA ZONING MAP

August 7, 2013



NEIGHBORS MEETINGS

Held by the Applicant

at The Hill Center

921 Pennsylvania Avenue, SE

- **7pm Sunday, November 24, 2013**
- **7pm Wednesday, December 18, 2013**
- **7pm Thursday, January 16, 2014**

PROPOSED CONDITIONS FOR BZA 18651

1. The development of the Project shall be in accordance with the plans approved by the BZA and marked as Exhibit____ in the record. The footprint of the Project will not encroach on the public alley, except for the gas line hook up/meter on the 4th street facade of the structure which will be protected by bollards or other enclosure, as shown on the Elevation, attached as Exhibit ____.

2. The approved BZA conditions and terms of this Agreement shall be incorporated into any permits required and issued by the District of Columbia and enforceable by the Office of Zoning, the Zoning Administrator and the Department of Consumer and Regulatory Affairs, the Department of Transportation, Department of Public Works, and other District agencies.

3. The demolition and construction of the Project shall proceed in two phases, including:

a. Phase I: Demolition, Site and Utility Work, Shell and Under Roof (Estimated Duration: 8-10 weeks); and

b. Phase II: Interior Build Out and Finish Work (Estimated Duration: 12 - 16 weeks).

Phase I will not begin until all permits have been obtained for the project and the Owner is ready to proceed with construction. To the greatest extent possible, demolition and construction activities will be continuous and pursued expeditiously to complete the project as soon as feasible. Owner will use its best efforts to plan and schedule demolition and construction activities to avoid unnecessary delays and periods of extended inactivity.

-CONTINUED

4. The Owner shall designate a representative to be the key contact during the construction period who is authorized to address complaints and respond to inquiries as the key contact for the Neighbors regarding construction activities (“Representative”). The Representative will hold monthly meetings to provide construction updates. The Representative shall be accessible during all business hours and for emergencies at any time. The Owner will provide the Neighbors with the Representative’s name, telephone number, cell phone number and e-mail address

5. The Owner agrees that all construction contracts will require that all construction personnel involved in the Project strictly follow the applicable D.C. laws for construction noise. In addition, the Owner shall ensure that such construction contracts require contractors and subcontractors to use commercially reasonable technology for quiet construction, including, but not limited to, prohibiting the idling of trucks, prohibiting or limiting to an absolute minimum the use of air compressors (which, if used, shall be the quietest compressors reasonably available commercially) and limiting to the greatest extent practicable noise emanating from the “beep beep” of trucks backing up.

6. The Owner agrees to limit construction work to exclusively weekdays (Monday – Friday) on the following schedule:

a. Phase I: 8:00 am to 6:00 pm; and

b. Phase II: 7:00 am to 7:00 pm (with any unusually noisy work starting at 8:00 am).

Work will not be performed on the weekends or legal holidays. Exception to these hours and days will be limited to emergencies, but all emergency work will still be consistent with applicable D.C. laws and regulations. Construction work includes any deliveries or waste disposal and any other activities that produce substantial noise. No later than the end of the authorized Daily Work Hours, all work will have ceased, all workers will have left the Site and the Site will be secured.

-CONTINUED

- 7. All demolition work shall occur within the Project site or the rear of 319 A Street, N.E., including any dumpster used. Demolition materials or any other debris will not be permitted in the public alley or any other public space.**
- 8. No dumpster will be located in the public alley or any other public space. The Owner may locate a dumpster within the footprint of the Project site or between 319 A Street, N.E. and the Project Site.**
- 9. All construction equipment and materials will be stored and/or maintained on the Project Site or between 319 A Street, N.E. and the Project Site. Owner will take all required precautions for the removal of lead paint and any other hazardous materials, including but not limited to plastic enclosure and dust suppression. Demolition and excavation for footings will require temporary use of the alley for a dump truck and/or backhoe, but this will be limited to only the time required to actually complete the immediate work.**
- 10. Temporary Scaffolding with a width of approximately three (3) feet will be allowed in the public alley under the following restrictions:**
 - a. Used for the erection of the exterior walls above the first floor and roof;**
 - b. Shall only be used on one public alley side of the Project at a time. Scaffolding on the Fourth Street side of the Site will not be in place prior to 9:00 am to allow residents to leave for work before any obstruction of the alley occurs; and**
 - c. Shall be removed when not in use, including overnight, weekends and legal holidays.**

-CONTINUED

11. The Owner shall prohibit construction workers, suppliers, or other construction-related personnel and vehicles from parking, standing, waiting or idling in the public alley or in or blocking private parking spaces. The Owner will take all commercially reasonable efforts to enforce such prohibition, including placing such prohibition in the contract for each contractor and subcontractor. Additionally, the Owner and its contractor will investigate the availability of off-site, private parking for construction-related vehicles, as required.

12. The construction will be conducted in order to minimize disruption to public alley access for Neighbors' vehicles and deliveries, emergency vehicles and trash collection. The Owner, except in an emergency, will provide at least 72-hours notice to the Neighbors of any activity that will require any part of the public alley's temporary (longer than 2 hours) closing in order to minimize disruption and allow alternative planning. Owner will use its best efforts to ensure that during any temporary blocking of one part of the alley, alternative access will be maintained through other parts of the alley system to and from the adjoining public streets. Owner will be especially careful to ensure that any temporary blocking of the alley will not unreasonably restrict access to the rear and/or parking for the houses on A Street and Fourth Street. If requested and feasible, Owner will promptly move and/or relocate any temporary obstruction to the alley to allow access for A Street and Fourth Street residents.

13. The Owner (through its General Contractor, required utility deposits and/or D.C. Water) shall be responsible for the prompt repair of any "cuts" it makes or which are made for its benefit into the surface of the public alley for utility or other work and for any damage to such road surfaces caused by its construction activities (exclusive of normal wear and tear and general public use of such alley).

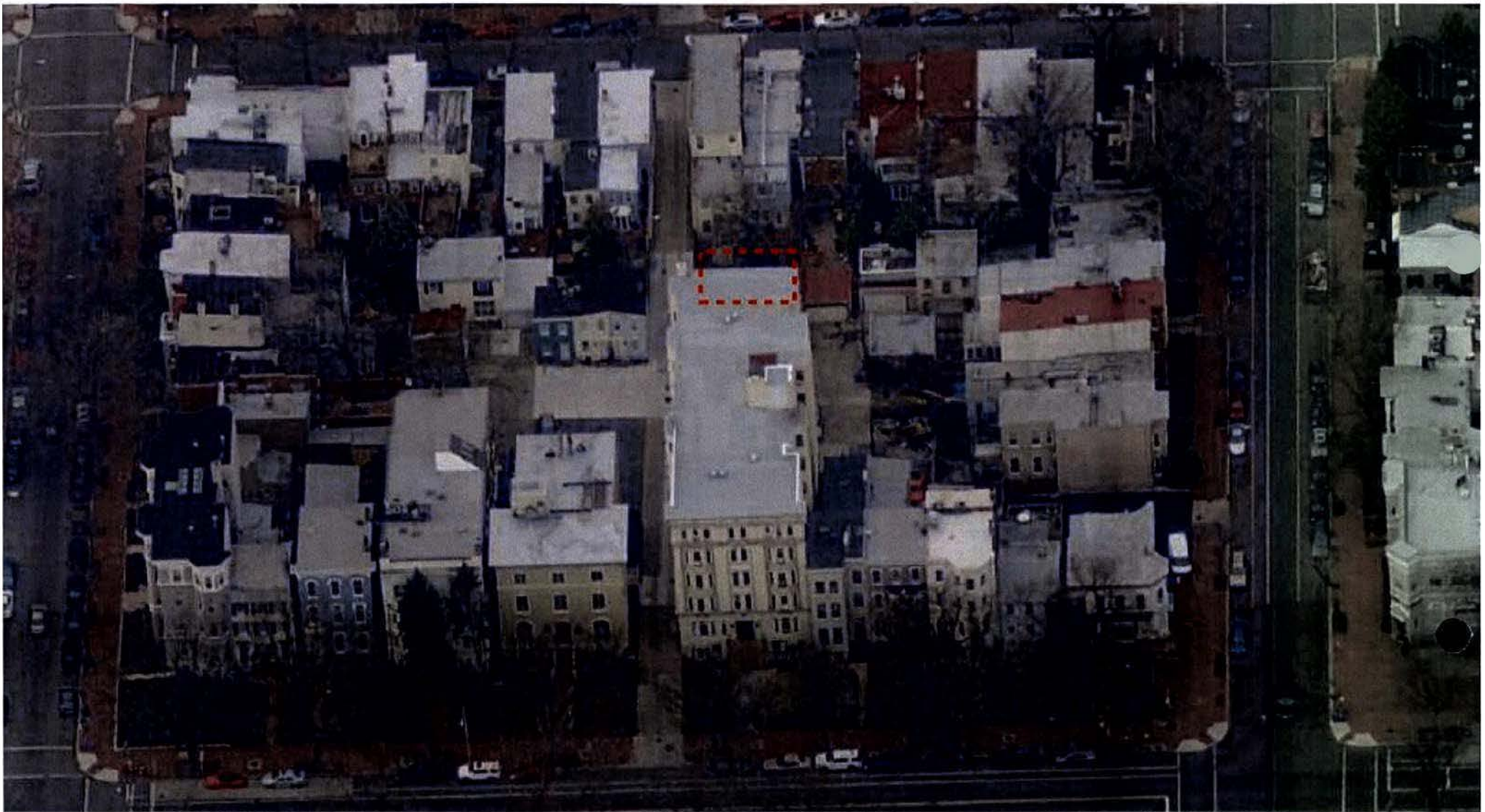
-CONTINUED

14. The Owner (or his Representative) will communicate with all relevant utilities (e.g. PEPCO, Washington Gas, DC Water and Sewer Authority, Verizon, Comcast, etc.) to assure that the Neighbors will be notified at least 72 hours in advance of any potential major disruption of public or private utility, cable, internet or phone services, depressurization of water, or disruption of sewer lines resulting from activities on the Site should Neighbor's properties be without said services for more than four (4) hours or overnight.

15. The Owner shall be required to maintain a clean work-site and surrounding public alley, including removal of trash, dirt and mud, and other debris from construction activities. No construction related trash or materials will be deposited in the private trash cans belonging to the Neighbors.

PHOTOS

ARIEL VIEW NORTH



ARIEL VIEW EAST



ARIEL VIEW SOUTH



ARIEL VIEW WEST





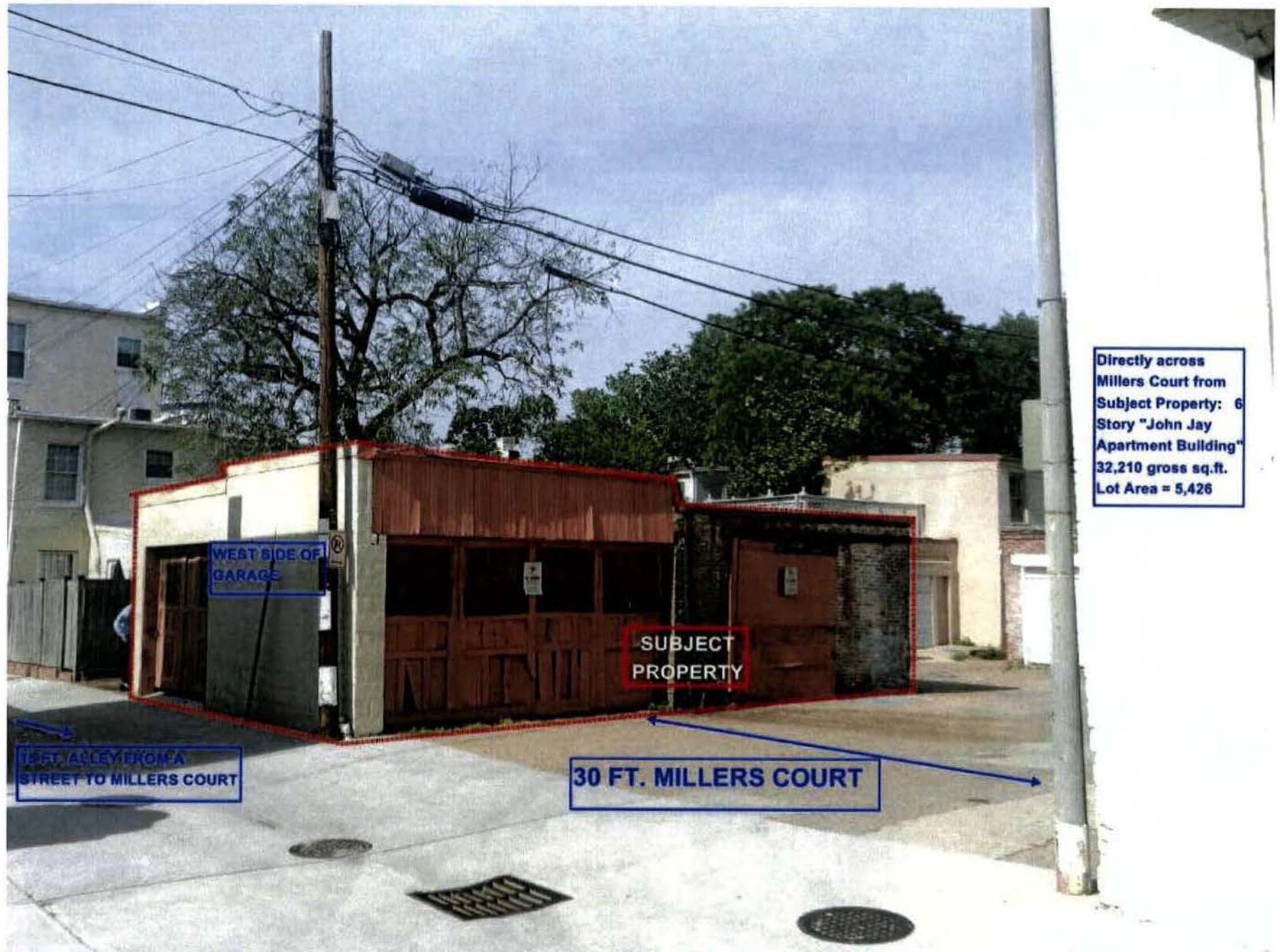




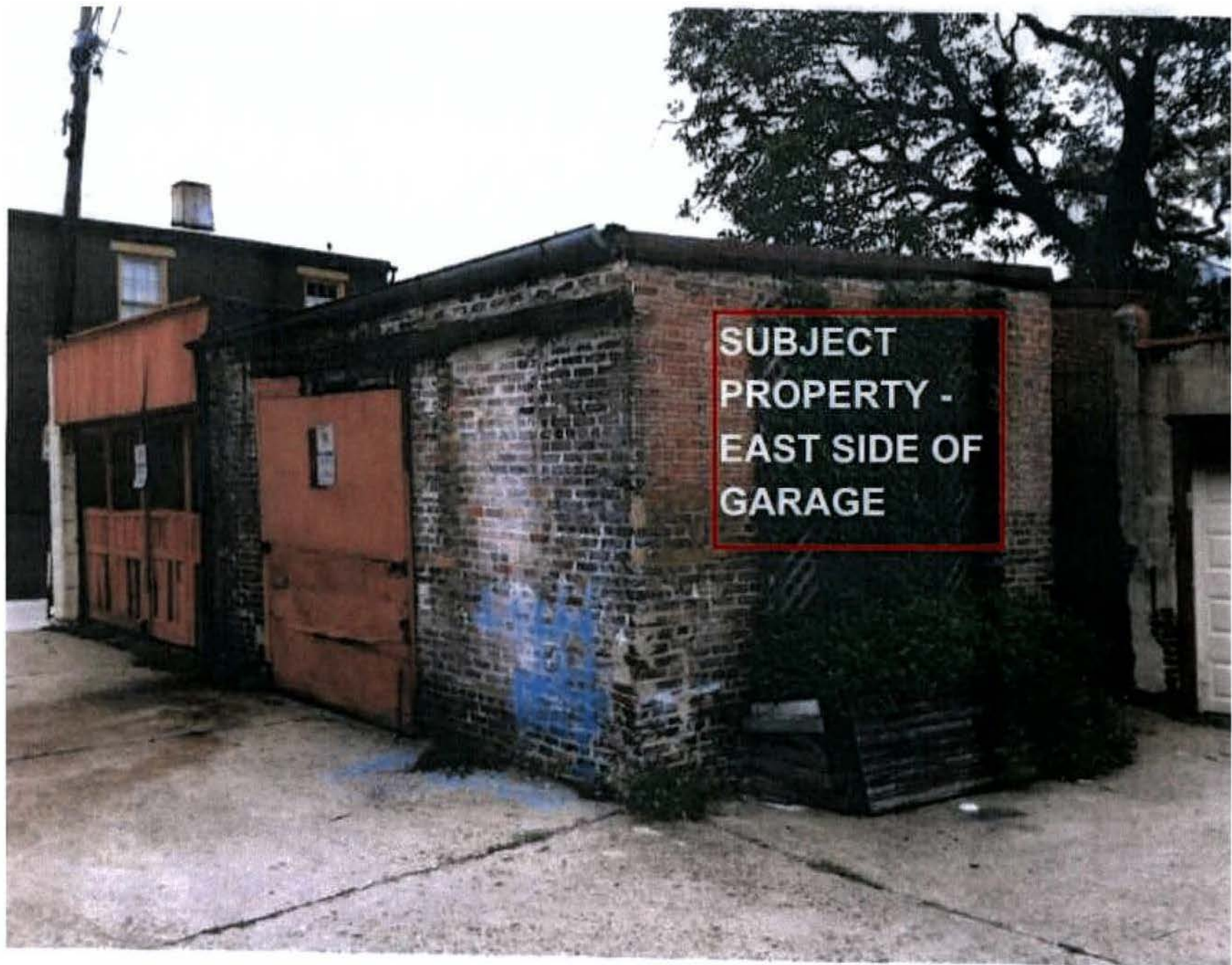
SUBJECT
PROPERTY -
WEST SIDE
OF GARAGE

15 FT. ALLEY FROM A STREET TO
MILLERS COURT

EXISTING PARKING SPACE AT
REAR OF 3-UNIT APT. BLDG.











MILLERS COURT

FITZGERALD PROPERTIES

SITE PHOTOGRAPHS

JUNE 2013

NELSON • ARCHITECTS, PC

1000 K Street, NW
Washington, DC 20001

1000 K Street, NW
Washington, DC 20001

S4



A



B



C



D



E



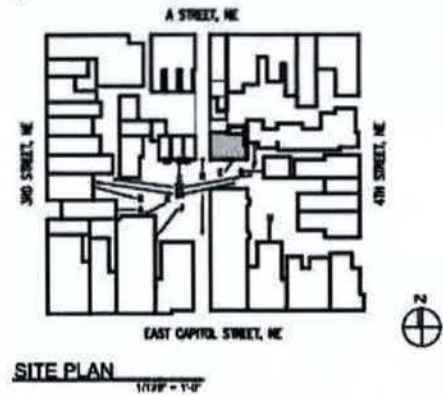
F



G



H



SITE PLAN

1/16\"/>



I



J



K

MILLERS COURT

FITZGERALD PROPERTIES

SITE PHOTOGRAPHS

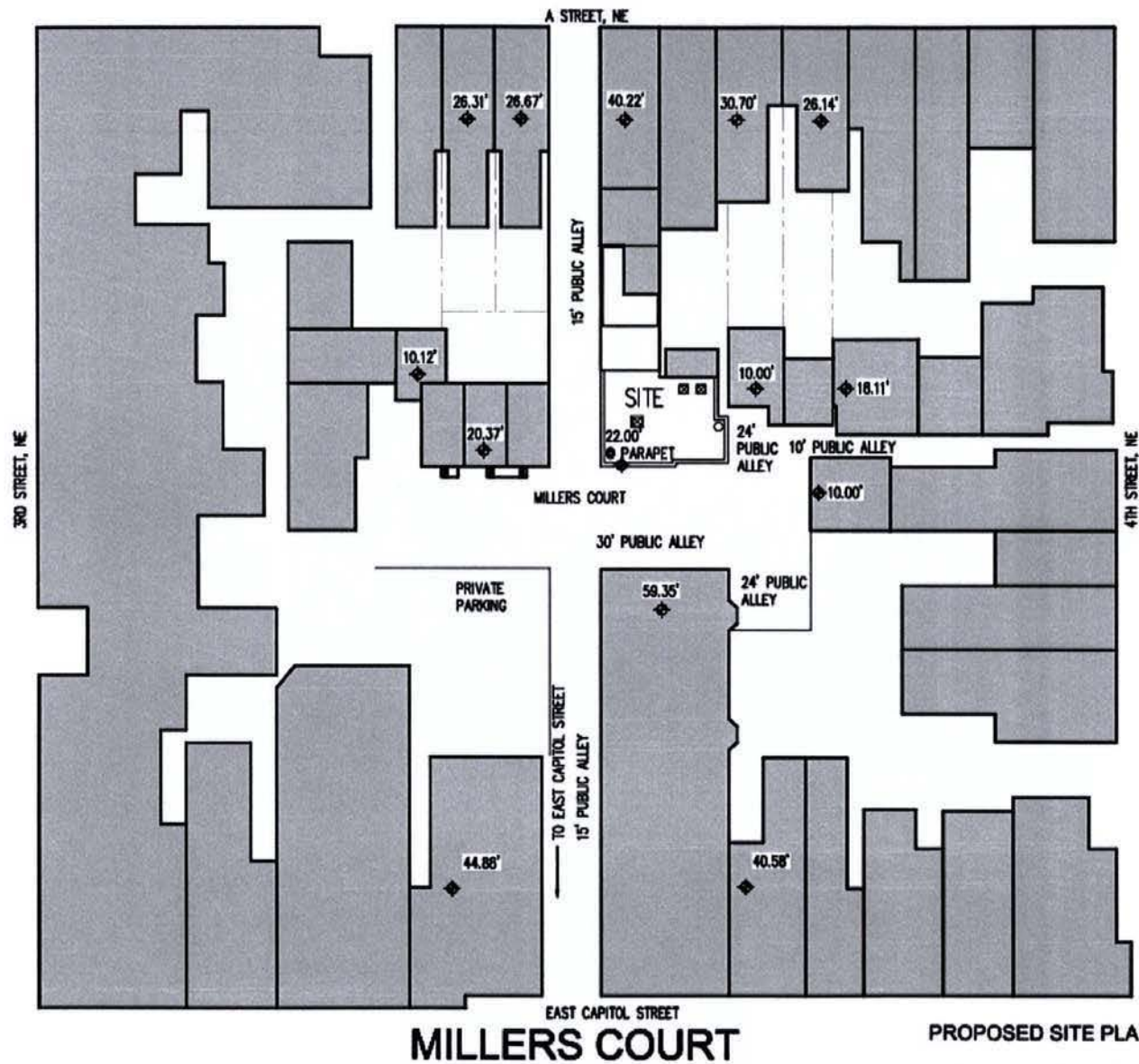
JUNE 2013

NELSON • ARCHITECTS, PC

1805 K Street, NW
Washington, DC 20001

S2

ARCHITECTURAL PLANS



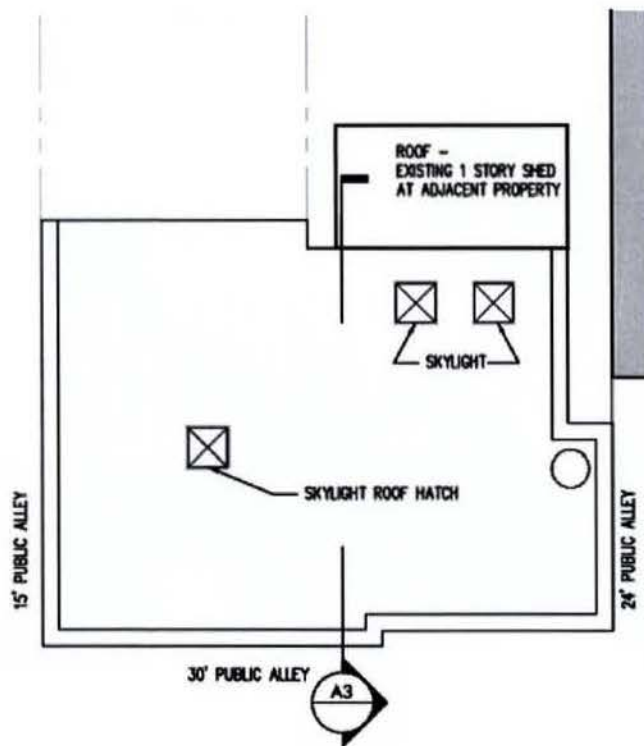
FITZGERALD PROPERTIES

PROPOSED SITE PLAN
1/32" = 1'-0"
JUNE 2013

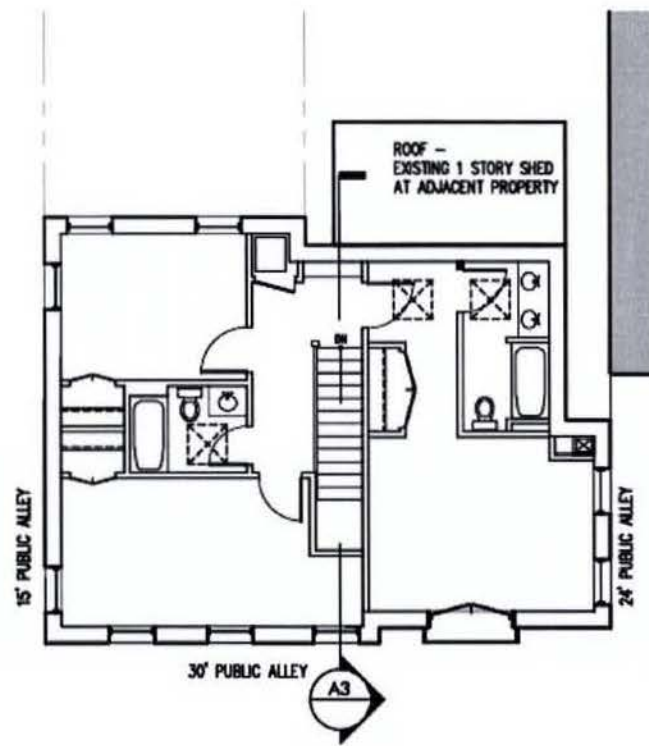
NELSON ARCHITECTS, PC
1803 K Street, NW
Washington, DC 20001



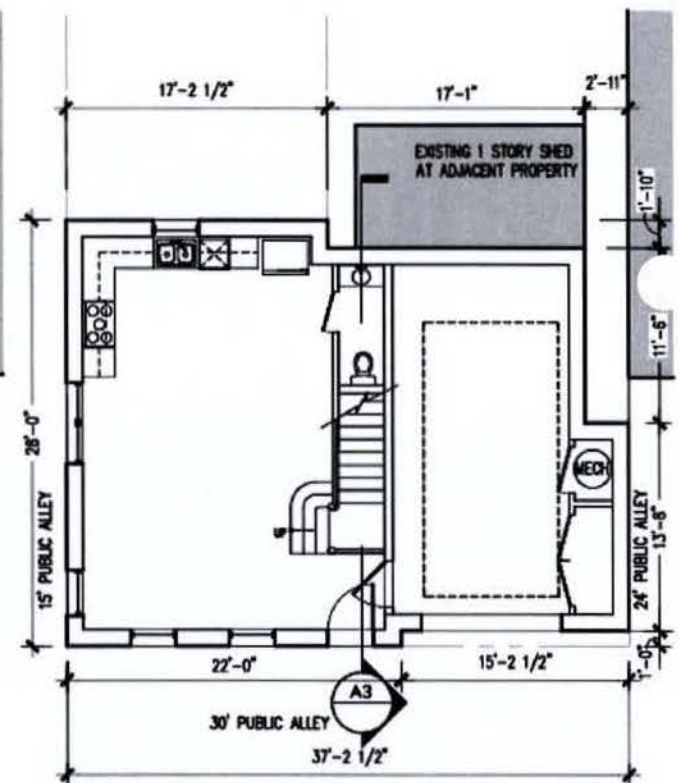
A0



ROOF



SECOND FLOOR



FIRST FLOOR



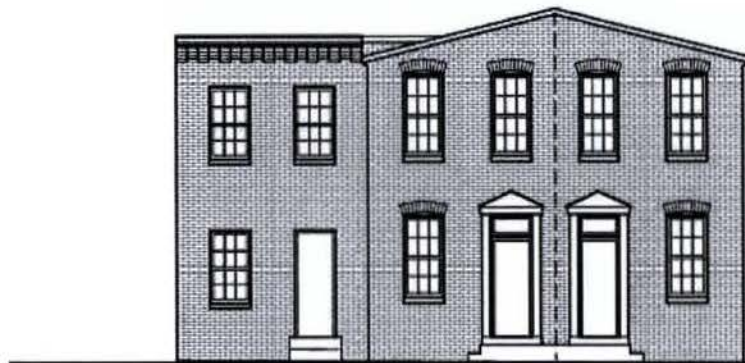
MILLERS COURT

FITZGERALD PROPERTIES

PLANS
1/8"=1'-0"
JUNE 2013

NELSON • ARCHITECTS, PC
1003 K Street, NW
Washington, DC 20001

A1

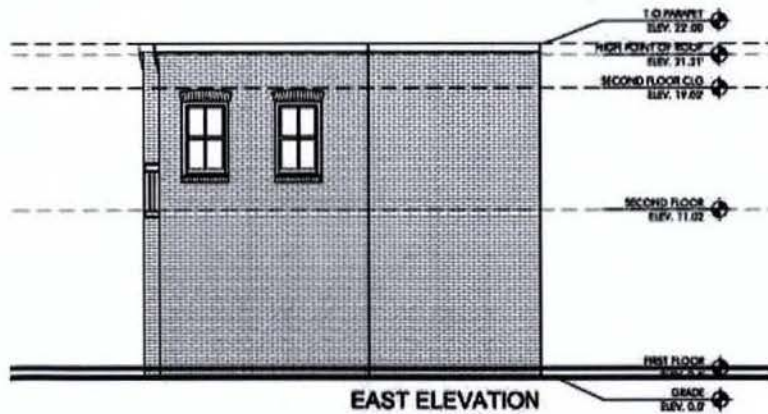


CONTEXT



ALLEY

PROPOSED FRONT ELEVATION



EAST ELEVATION



EXISTING FRONT ELEVATION

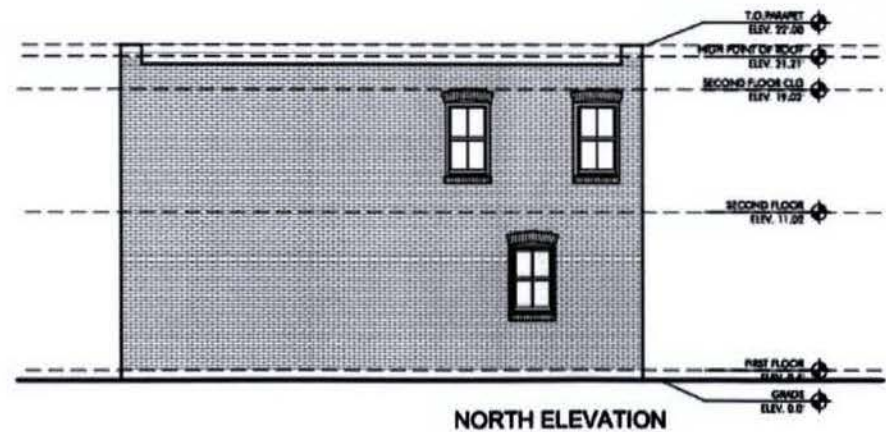
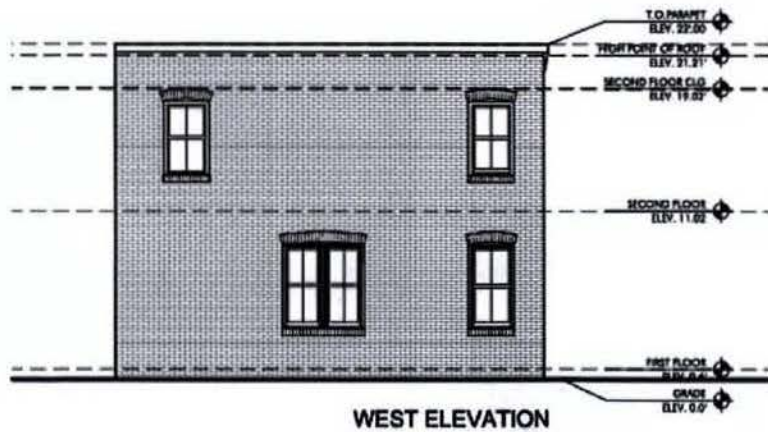
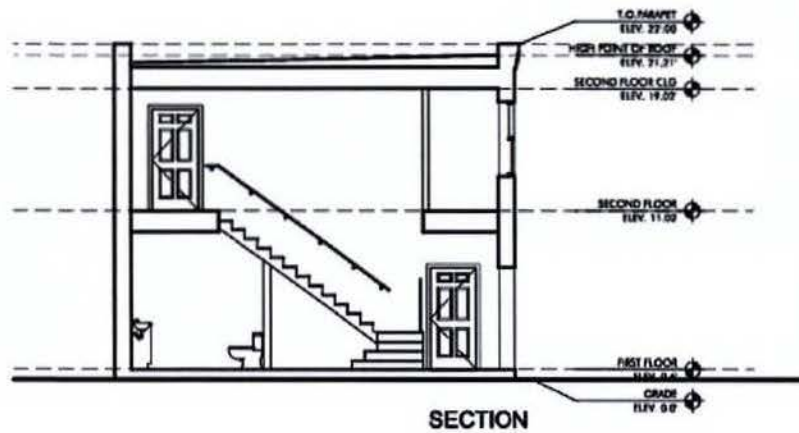
MILLERS COURT

FITZGERALD PROPERTIES

ELEVATIONS
1/8"=1'-0"
JUNE 2013

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1903 K Street, NW
Washington, DC 20001

A2



FITZGERALD PROPERTIES

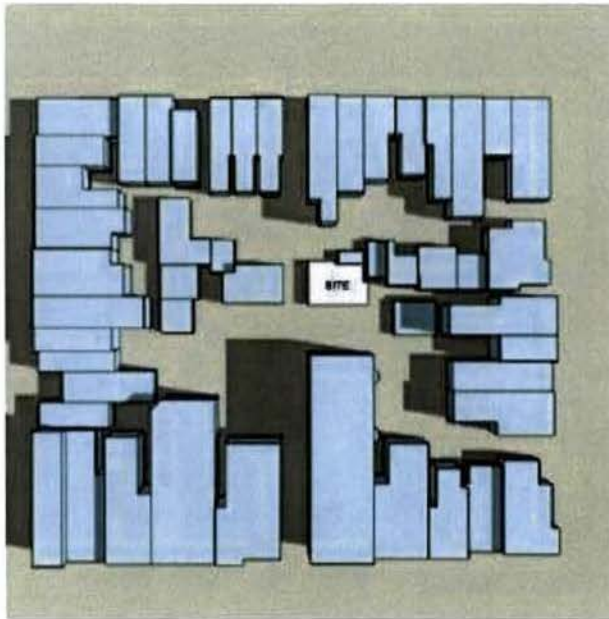
ELEVATION & SECTION
1/8"=1'-0"
JUNE 2013

NELSON • ARCHITECTS, PC
1003 K Street, NW
Washington, DC 20001

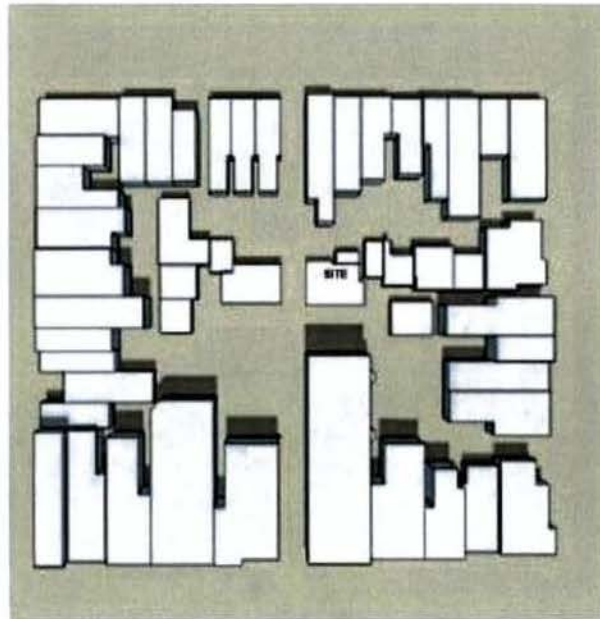
A3

SHADOW STUDIES

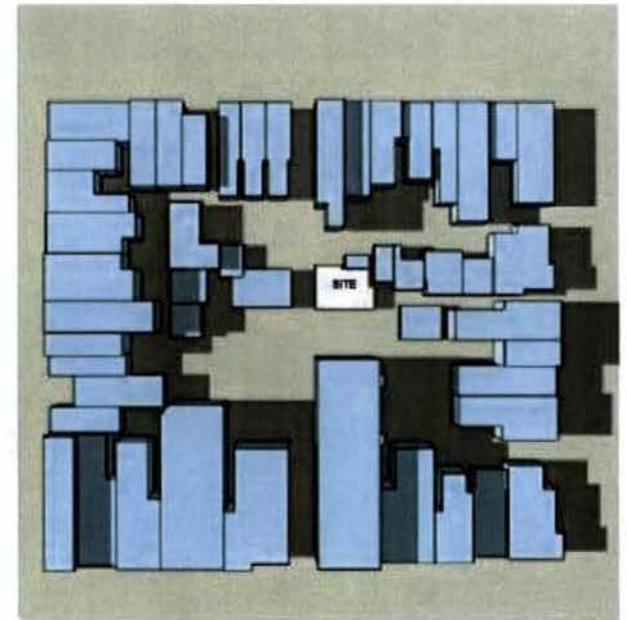
EXISTING SHADOW STUDY SUMMER



9 AM
(96° E of N)



12 PM
(171° E of N)



4 PM
(270° E of N)

JUNE 21ST SHADOW STUDY
EXISTING BUILDING HEIGHT
MILLERS COURT



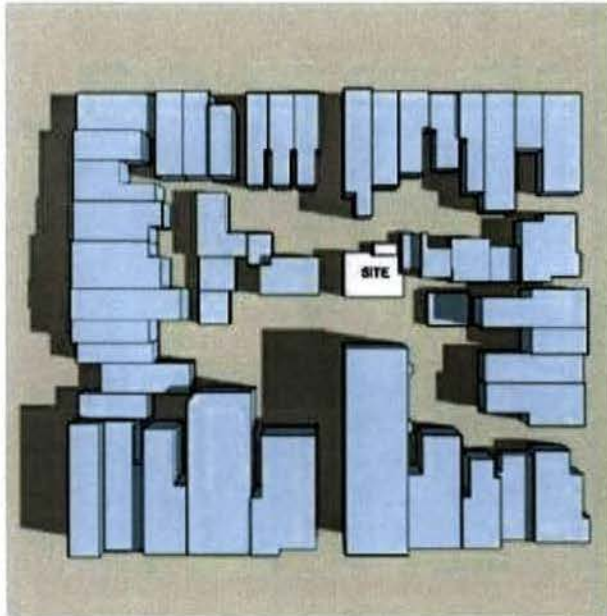
FITZGERALD PROPERTIES

JUNE 2013

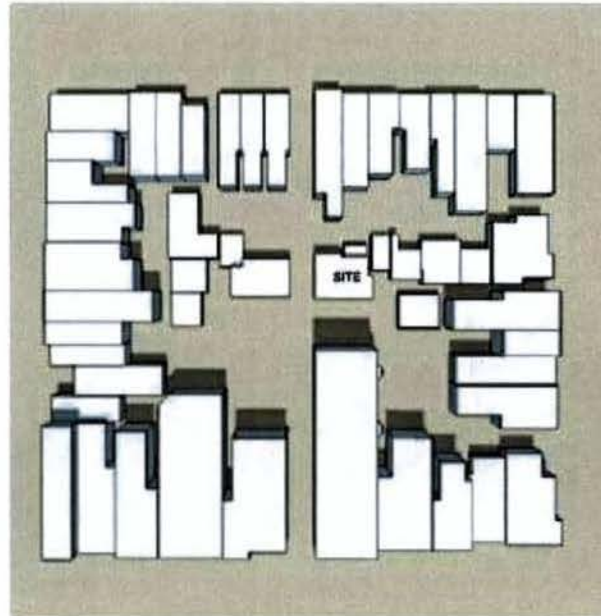
NELSON • ARCHITECTS, PC
1000 E Street, NW
Washington, DC 20001

A4

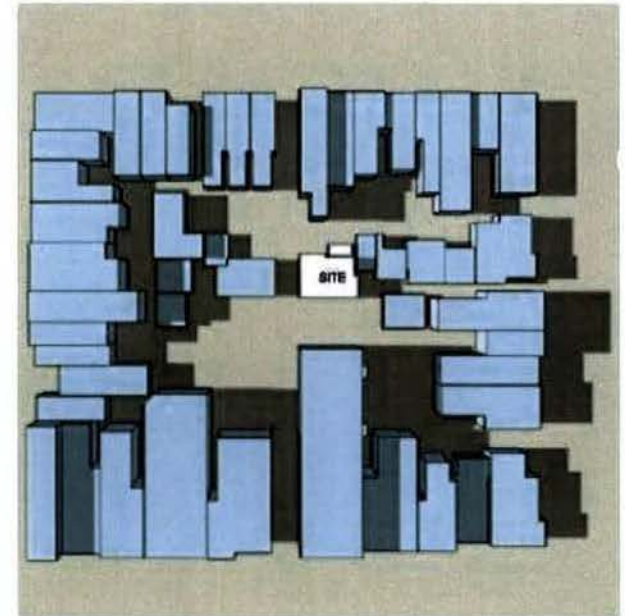
PROPOSED SHADOW STUDY SUMMER



⊕ 9 AM
(96° E of N)



⊕ 12 PM
(171° E of N)



⊕ 4 PM
(270° E of N)

JUNE 21ST SHADOW STUDY
PROPOSED BUILDING @ 9'-0" FIRST FLOOR CEILING HT & 8'-0" SECOND FLOOR CEILING HT.

MILLERS COURT



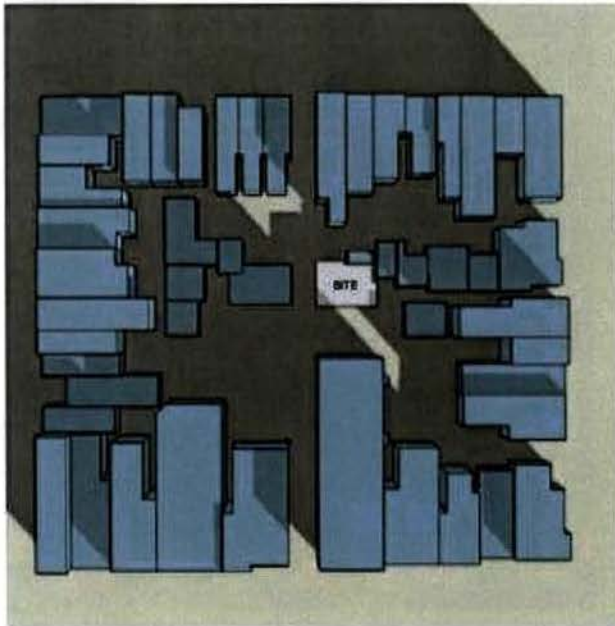
FITZGERALD PROPERTIES

JUNE 2013

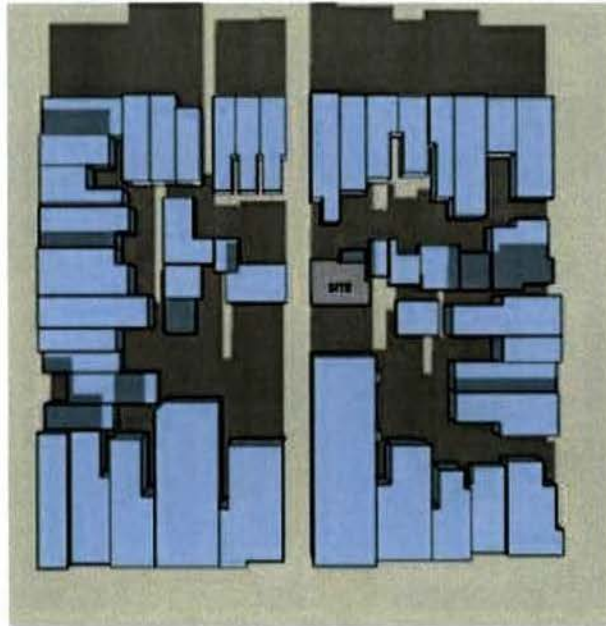
NELSON • ARCHITECTS, PC
1805 K Street, NW
Washington, DC 20001

A6

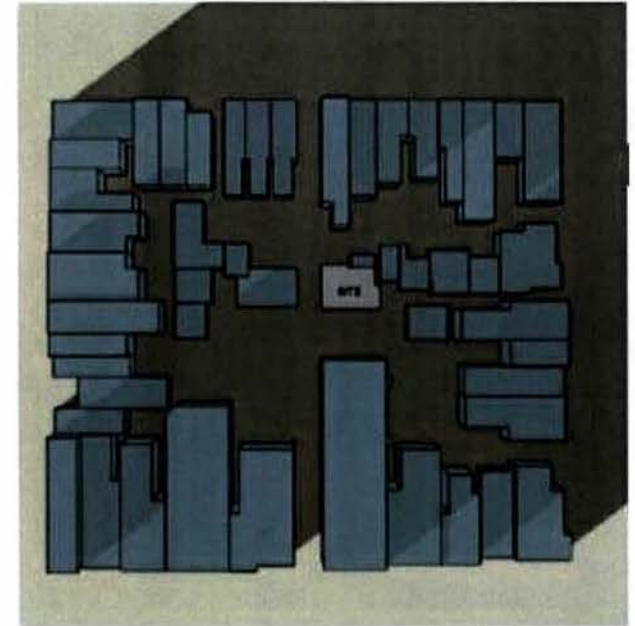
EXISTING SHADOW STUDY WINTER



9 AM
(136° E of N)



12 PM
(178° E of N)



4 PM
(231° E of N)

DECEMBER 21ST SHADOW STUDY
EXISTING BUILDING HEIGHT
MILLERS COURT



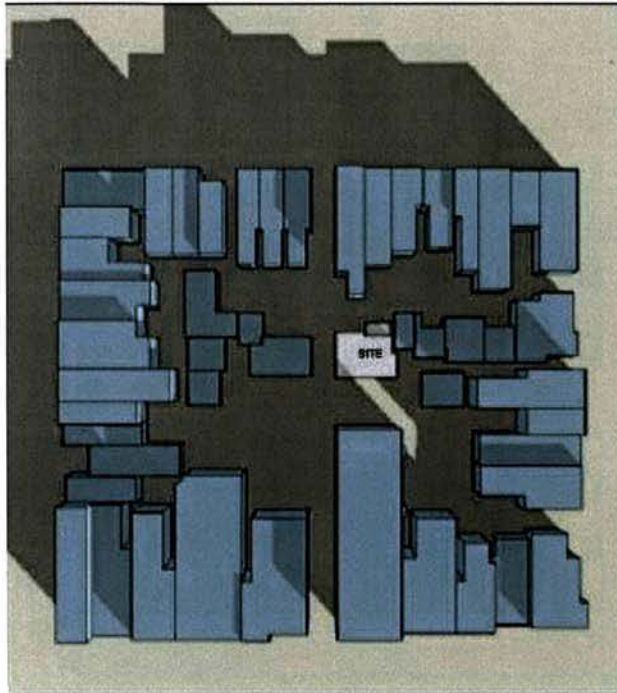
FITZGERALD PROPERTIES

JUNE 2013

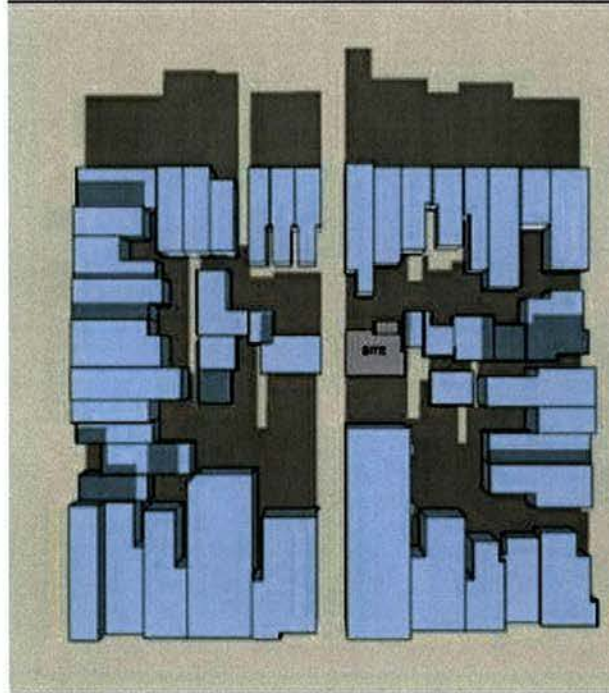
NELSON + ARCHITECTS, PC
1803 K Street, NW
Washington, DC 20005

A5

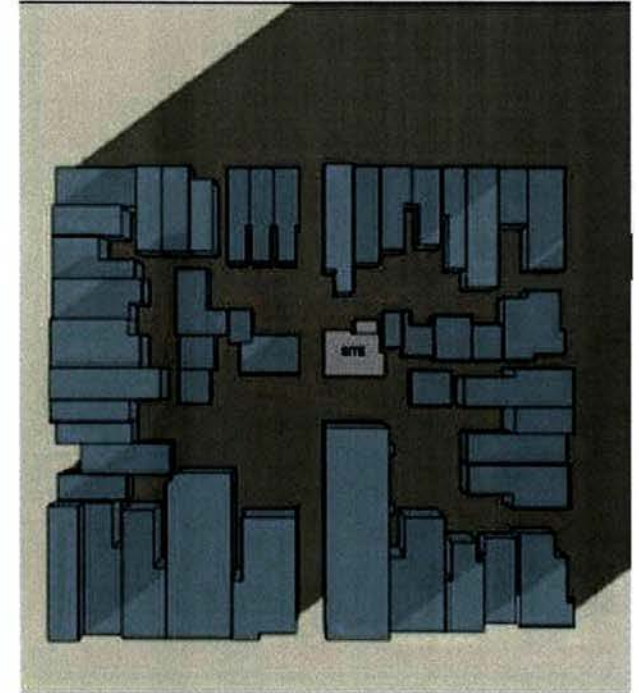
PROPOSED SHADOW STUDY WINTER



9 AM
(136° E of N)



12 PM
(178° E of N)



4 PM
(231° E of N)

DECEMBER 21ST SHADOW STUDY
PROPOSED BUILDING @ 9'-0" FIRST FLOOR CEILING HT & 8'-0" SECOND FLOOR CEILING HT.
MILLERS COURT



FITZGERALD PROPERTIES

JUNE 2013

NELSON • ARCHITECTS, PC
1003 K Street, NW
Washington, DC 20001

A7

Return on Investment

Conversion of Garages to 2-Artist Studios

SALE	RENTAL
• Cost to Renovate: \$315,000-\$345,000 • No Recent Comparable Sales	• Cost to Renovate: \$315,000-\$345,000 • Rental Income (2)*: \$1,218/month, \$14,616/year • Break Even Point: 21.5 years • Capitalization Method (7%): \$208,800 * Based on current asking rental rate for two artist studios at 317 Constitution Avenue, N.E. at \$600 and \$618/month.

Return on Investment

Renovate Both 1-Car Garages

SALE

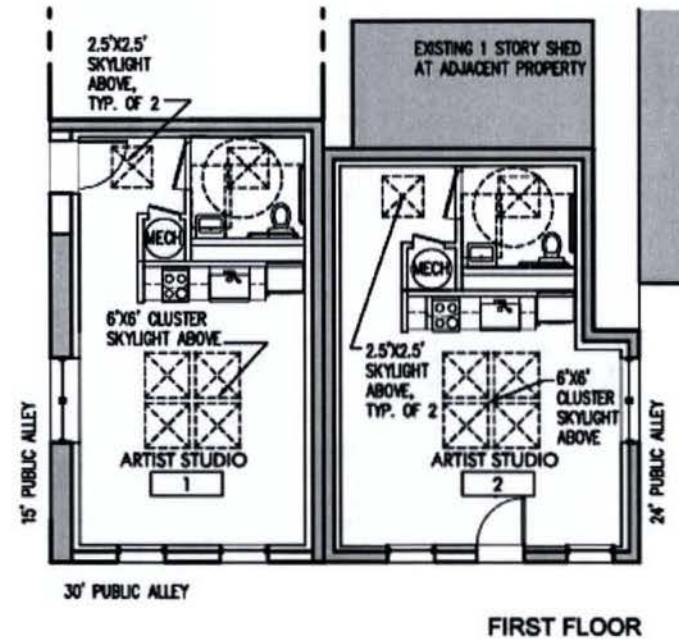
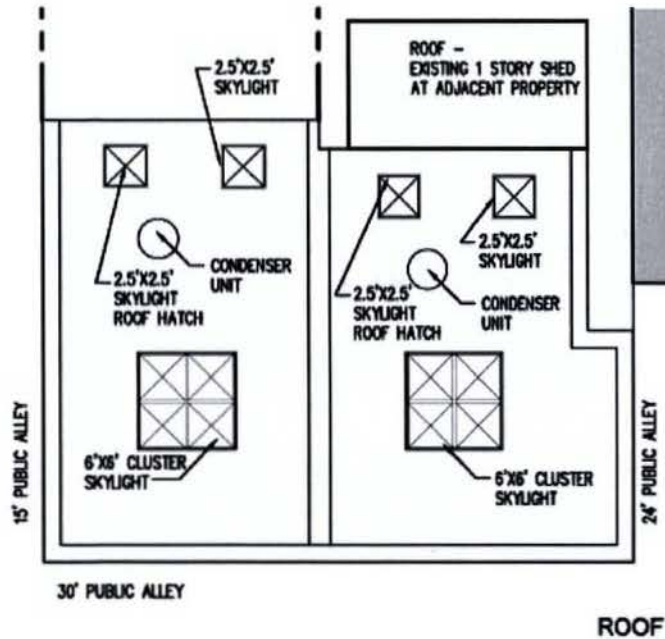
- Cost to Renovate: \$110,000-\$130,000
- Sale Price: \$66,000*
- **Net Loss: \$44,000-\$64,000**

* Based on a June 2013 sale of two-car garage at 1418 G Street, S.E. for \$33,000

RENTAL

- Cost to Renovate: \$110,000-\$130,000
- Rental Income (2 spaces): \$400/month, \$4,800/year
- Break Even Point: 22.9 years - 27.10 years
- Capitalization Method (7%): \$68,571

PRELIMINARY PLANS FOR TWO ARTIST STUDIOS



MILLERS COURT

FITZGERALD PROPERTIES

PLANS - ARTISTS STUDIOS
1/8"=1'-0"
NOVEMBER 2012

NELSON • ARCHITECTS, PC
1963 K Street, NW
Washington, DC 20001

A1