BEFORE THE BOARD OF ZONING ADJUSTMENT
OF THE DISTRICT OF COLUMBIA

Re: Application of CIH Renaissance Limited Partnership	**BZA Application No. 16736** **Public Hearing: July 24, 2001** **ANC 1E**

STATEMENT OF THE APPLICANT

I. Nature of Relief Sought

This is an application pursuant to 11 DCMR § 3103.2 for an use variance under 11 DCMR 350 to allow professional offices of a mortgage lender, and attorney and tax service in an apartment building in an R-5-D District at the premises located at 3060 16th Street, N.W. (Square 2594, Lots 2085, 2087)(the "Property").

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II. Jurisdiction

The Board has jurisdiction in this variance application pursuant to 11 DCMR §3103.2. The requested variance is an use variance and the Applicant's satisfaction of its burden of proof is set forth below.

III. Property Description and Historical Background

The Property is the Renaissance Condominium (formerly, the Kenesaw Apartment House) located at 3060 16th Street, N.W. which

BZA
Case No. 16736
Exhibit No. 21

Board of Zoning Adjustment
District of Columbia
CASE NO.16736
EXHIBIT NO.21A1

occupies a triangular shaped Square, 2594, bounded by 16th Street on the east, Irving Street on the north, and Mount Pleasant Street on the west. See Excerpt of Sanborn Atlas attached as Exhibit A. The Property is zoned R-5-D and located within the Mount Pleasant Historic District. See Zoning Map attached as Exhibit B. The opposite side of Mount Pleasant Street and both sides of the 3100 block of Mt. Pleasant Street are zoned C-2-A. Id. The 3000 and 3100 blocks are almost exclusively used for commercial purposes, including office, retail and service uses. See Site Photographs attached as Exhibit C. In 1999, the District granted a parking and loading waiver under the Zoning Regulations for the Property based on the building's contribution to the character of the Mount Pleasant Historic District. See Parking and Loading Waiver attached as Exhibit D.

The Kenesaw Apartment House was constructed in 1909 as a luxury seven-story apartment building. A history of the Keneshaw is attached as Exhibit E. In 1986, the building was renovated and converted to condominium units to accommodate low and moderate-income property owners. As the Renaissance Condominium, the building contains 88 units, including Units 10 and 20 which are the subject of this Application. Both Units 10 (3055 Mt. Pleasant Street) and Unit 20 (now known as 3059 Mt. Pleasant

Street) are located in the lower level rear of the building with entrances facing and immediately adjacent to the sidewalk on Mt. Pleasant Street. See Exhibit C. Also, between the entrances to Units 10 and 20, the apartment building's large trash enclosure and HVAC Chiller Unit are located further obscuring the limited light and air and producing substantial noise and odor. Id. There is no direct access to Units 10 and 20 from the interior of the Renaissance Condominium which is accessed only from the residential entrance on 16th Street. The Renaissance Condominium Association, Inc. has prohibited the Applicant from establishing any interior access from Units 10 or 20 to the residential building.

During the 1986 renovation and condominium conversion, Units 10, 20 and 30[1/] were not renovated. At the conclusion of this process, the three lower level units were transferred to the Applicant as compensation for its services in managing the renovation and conversion process which rescued the building from crushing debts and 700 code violations under the previous owners.

1/ Unit 30 is located at the corner of Mt. Pleasant and Irving Streets with an address of 3069 Mt. Pleasant Street, N.W. Unit 30 is not part of this application and is occupied under a Certificate of Occupancy for a retail use issued by the District in February 2000.

Both Units 10 and 20 have a long history of exclusively non-residential uses and are physically ill-suited to residential uses. Unit 10 (2,605 square feet) and Unit 20 (1,303 square feet) are shown on the Surveyor's Plat and Condominium Plat attached as Exhibits F and G.

During the history of the building, Units 10, 20 and 30 were never occupied as residential spaces. A review of the District of Columbia's archives disclosed copies of various Certificates of Occupancy dating back to 1923. The various permitted uses included a Millinery, Dress Shoppe, Drug Store, Soda Fountain, Beauty Shoppe and Café. See Certificates of Occupancy attached as Exhibit H. Probably most famous is the Kenesaw Café that was in operation until the mid-1960's. The Café had as its primary address 3060 16th Street with its dining room on the first floor. However, the kitchen was located on the basement level in what is now known as Unit 10 and served the dining room via a dumbwater.

After the Café closed, Unit 10 became occupied (and built out) by the Spanish Catholic Center under a Certificate of Occupancy issued to them indicating the 3060 16th Street address. The Spanish Catholic Center provided immigration advice and assistance, adult literacy and English as a Second Language teaching, employment counseling, and dental clinic services to

the Hispanic Community until it vacated Unit 10 in December 1998 for larger offices in the neighborhood.

As originally filed, this Application requested a use variance to allow: (a) Unit 10 to be occupied for professional offices for 1st Millennium Mortgage, LLC, a minority-owned mortgage company under a lease with the Applicant; and (b) Unit 20 to be occupied as professional offices of a local attorney and tax return service as contract purchaser of the unit. Since the Application process was initiated, the contract purchaser for Unit 20 has withdrawn from the purchase contract based on the delay and uncertainty of obtaining the required variance.

Although there is no longer a specific user for Unit 20, the Applicant needs to pursue this variance in order to have any reasonable opportunity to find an user. Accordingly, the Applicant requests a reasonable amount of flexibility from the Board in granting the variance for both units that is consistent with the immediately adjacent C-2-A zone and the permitted professional and other office uses in that zone.

At its regularly scheduled monthly meeting on July 2, 2001, Advisory Neighborhood Commission 1E unanimously voted to support this Application, subject to the Applicant obtaining an updated and specific letter of support from the Renaissance Condominium

Association, Inc. ("Condominium Association"). Previously, the Condominium Association had approved the proposed lease for Unit 10 and welcomed the mortgage company to the building and noted that this office "will offer a valuable service to the Mount Pleasant Community." See Condominium Association Letter attached as Exhibit I. The Condominium Association is scheduled to meet on July 17, 2001 and its approval will be forwarded to the Board and ANC 1E promptly and before the hearing.

IV. Justification for Use Variance Sought

An application for a use variance must meet the following well-established requirements:

1. Unique physical aspect or "other extra-ordinary or exceptional situation or condition of a specific piece of property;"

2. Strict application of the Zoning Regulations will cause "practical difficulties" or undue hardship; and

3. No harm to the public good and/or to the integrity of the zone plan will result.

Monaco v. BZA, 407 A.2d 1091, 1096 (D.C. 1980); National Black Child Development Institute v. BZA, 483 A.2d 687, 690 (D.C.

1984); Clerics of St. Viator v. D.C. Board of Zoning Adjustment, 320 A.2d 291 (D.C. 1974).

As set forth below, the Applicant clearly satisfies the three-part test for an use variance.

A. **Units 10 and 20 Are Uniquely Unsuited for Residential or Other Permitted Uses**

In addition to having a long-standing history of non-residential uses, Units 10 and 20 have the following unique physical characteristics:

- Lower level location with limited windows for ingress and egress and insufficient light and air required for residential uses;
- Immediately adjacent to sidewalk and heavy pedestrian traffic on Mt. Pleasant Street;
- Unit 10 was configured by the prior tenant with an office layout, including small windowless interior rooms, a large step-down reception area, large institutional bathroom facilities, and emergency exit signs and lighting;
- Both units are immediately adjacent to the building's large trash enclosure and HVAC Chiller Unit which

produces noise and odor and obstructs the limited and required window space;

- No access to the residential parts of the building;
- Unit 20 has not been renovated and is in a deteriorated condition, including rotten floors and water-damaged masonry walls. Mechanical equipment and piping for the entire building are located throughout the unit in places which cannot easily be covered up or relocated; and
- The Property is located in an Historic District and, therefore, changes to the building required for conversion to residential uses may be prohibited or restricted.

B. **The Applicant Has Experienced Substantial Practical Difficulties and Hardship**

The Applicant has and will continue to suffer the following practical difficulties and extreme hardships:

- Unit 10 remained vacant for an extended period after the last tenant left and cannot be legally occupied by the mortgage company;
- Unit 20 has been vacant for at least fifteen years without a valid user. The contract purchaser was

unable or unwilling to afford the delay and uncertainty of the variance process and withdrew from the contract;

- A previous potential tenant for Unit 10, a dentist, was unable to obtain the required certificate of Occupancy and abandoned the unit;
- The Applicant remains liable for real estate taxes, condo fees and insurance totaling $23,720.00 a year for Units 10 and 20 which cannot reasonably be leased or sold; and
- If the Applicant is no longer able to afford to pay its condo fees for Units 10 and 20, the Condominium Association will lose approximately $17,000.00 or almost six percent (6%) of its annual revenue. This shortfall will have to be made up by the residential owners or result in diminished services and maintenance.
- Without an occupant, the units will continue to deteriorate, become an eyesore, and attract vagrants.

C. **The Variance is Consistent with the Neighborhood and the Zone Plan and will have No Adverse Impact on the Public**

The proposed uses are limited and in keeping with the predominantly commercial character of this stretch of Mt. Pleasant Street.

- The actual uses and zoning in the 3000 and 3100 block of Mt. Pleasant Street is C-2-A which provides for a variety of office, retail and service uses which are neighborhood friendly;
- Units 10 and 20 are not visible from the residentially zoned 16th Street and will have no adverse impact on the surrounding residential areas; and
- The limited professional and commercial uses sought will create little traffic and parking impact because of the neighborhood orientation and increasing reliance on technology and telecommunications for commercial users.
- The Condominium Association will continue to have the right to review and approve proposed leases, and therefore, provide a community review process for future users.

V. Witness List

In support of this Application, the Applicant will present the following witnesses at the hearing:

1. Mr. Kevin P. O'Malley, CIH Renaissance Limited Partnership
2. Ms. Maritza Ellis, 1st Millennium Mortgage, LLC

3. Representative, Renaissance Condominium Association, Inc.

VI. Exhibits in Support of Application

Exhibit A: Excerpt of Sanborn Atlas.

Exhibit B: Zoning Map.

Exhibit C: Site Photographs.

Exhibit D: Parking and Loading Waiver.

Exhibit E: History of Keneshaw Apartment House.

Exhibit F: Surveyor's Plat.

Exhibit G: Condominium Plat for Lower Level.

Exhibit H: Certificates of Occupancy.

Exhibit I: Letter from Condominium Association.

VII. Conclusion

For the foregoing reasons, and on the basis of the evidence submitted with the application, it is respectfully submitted that the subject application satisfies the legal requirements applicable to the requested relief and that it therefore be granted.

Respectfully submitted,

GREENSTEIN DELORME & LUCHS, P.C.

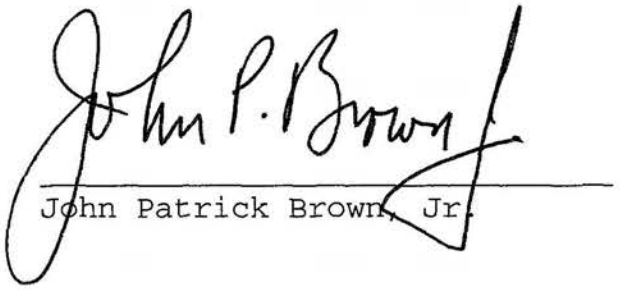
By: 
John Patrick Brown, Jr.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Statement of the Applicant was mailed, first-class, postage prepaid, this 10th day of July 2001, to:

Mr. Desmond Dodd
Advisory Neighborhood Commission 1E
1656 Irving Street, N.W.
Washington, D.C. 20010



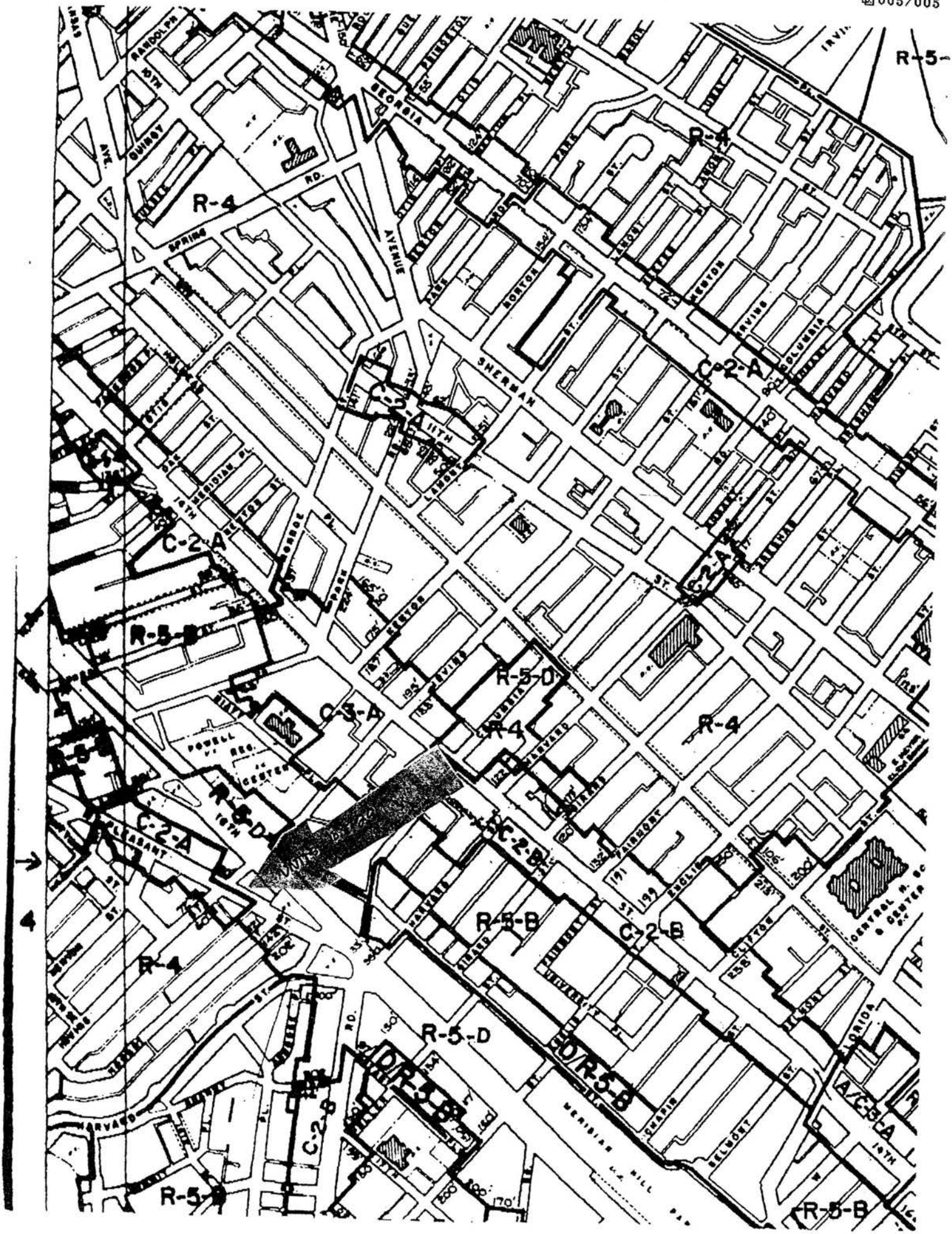
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MONTICELLO APARTMENTS (8R.)
LYNTON APARTMENTS (8R.)
MERIDIAN HILL BAPTIST CHURCH (8R.)
2595
16ST ST. (15TH ST. N.W.)
2596
386
MT. PLEASANT N.W.
HERRMANN APTS. (8R.)
ST. N.W.
6TH
IRVING N.W.
2591
2594
THE RENAISSANCE APTS.
HOBART N.W.
(2590)
EMBASSY APARTMENTS
HARVARD N.W.
34




R-4
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R-5-D
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C-3-A
R-1
GEORGIA AVE.
SHERMAN
BOSTON
EASTON
IRVING
COLUMBIA
SPRING
QUINCY
RANDOLPH
MERIDIAN HILL
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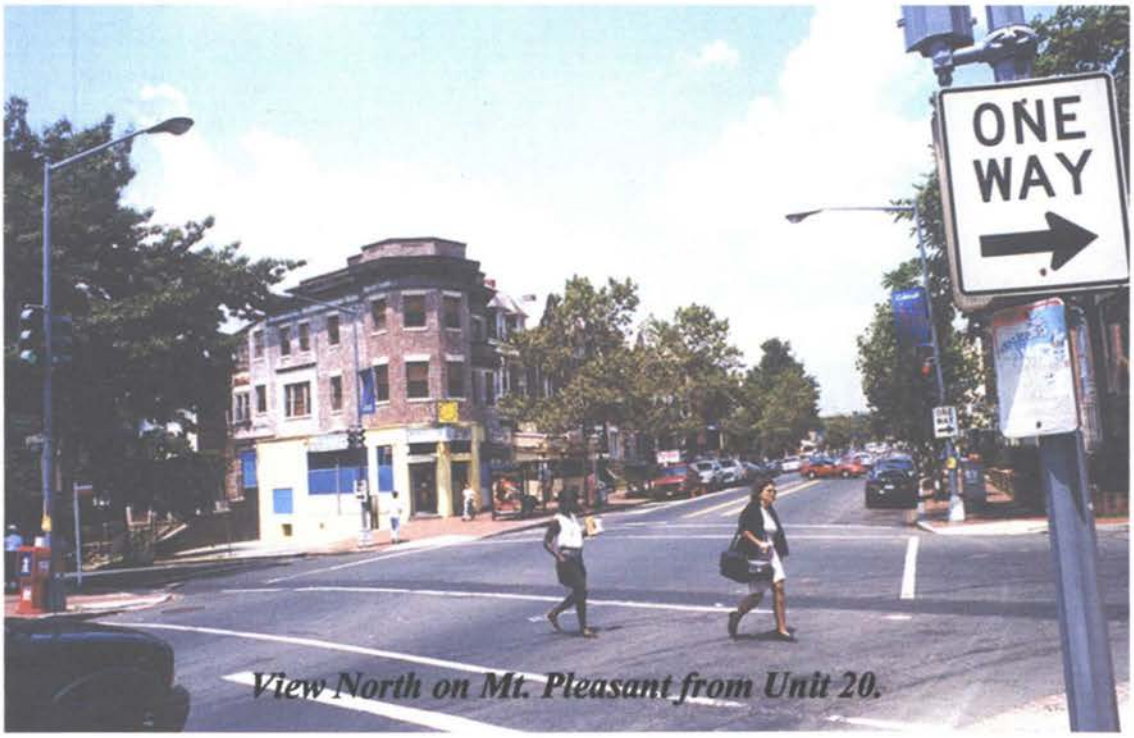
View of Unit 20 from directly across Mt. Pleasant Street.



View of Unit 10 from directly across Mt. Pleasant Street



C-2-A Commerical Zone directly across Mt. Pleasant Street from Units 10 and 20.



View North on Mt. Pleasant from Unit 20.



View North on Mt. Pleasant Street across Irving Street from Units 10 & 20.



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION

October 13, 1999

MEMORANDUM

TO : Zoning Administrator

FROM : State Historic Preservation Officer for the District of Columbia

SUBJECT : Waiver for Historic Buildings under Section 203.8 (c) (1), 2100.5 and 2200.5 of the Zoning Regulations of the District of Columbia

I have determined that the property referenced below qualifies as a historic building as and defined in Sections 203.8 (c) (1), 2100.5, and 2200.5 of the Zoning Regulations of the District of Columbia. These sections permit waivers or modification of various requirements related to parking, off-street loading, bed and of breakfast facilities.

This building is either a historic landmark in the D.C. Inventory of Historic Sites, or location within a historic district in the D.C. Inventory, and contributes to the character of the historic district in location, design, sitting, materials, workmanship, feeling, and association.

Name of Landmark or District: Mount Pleasant
Address: 3060 16th Street, NW
Square: 2594 Lot: 175



FOR CIRCULATION AMONG MEMBERS OF THE KENESAW-PHOENIX COOPERATIVE ONLY

A HISTORY OF THE KENESAW APARTMENT HOUSE AT:

3060 16th STREET,N.W., WASHINGTON,D.C.

MOUNT PLEASANT NEIGHBORHOOD

by

Karen J. Schiffres

AMCV 196: Independent Study

Professor Howard Gillette, Jr.

Mr. Joseph T. Howell, Jr.

December 19, 1983

Too often, important events in the history of a person, place, or thing, are forgotten because there is no written history of the event. Verbal retelling of events are common but, unfortunately, not permanent as the rememberances live only as long as the person's memory. Therefore, it is very important to create a clear and well detailed record of events so that present and future generations can benefit. The construction of this paper is chronological in order, and the method of research includes first hand interviews, personal files, Kenesaw files, newspaper and magazine articles, and photographs of the building and other related items. The word Kenesaw refers to the Kenesaw Mountains in Northern Georgia. It is on this mountain that General Sherman and his men fought many battles. In the District of Columbia, the street presently called Irving Street used to be called Kenesaw Avenue. In 1909, when the apartment house was finished, the name Kenesaw again was connected with that street, but as the name of the building at 3060 16th Street N.W.. The intention of this research project is to document and record the history of the Kenesaw Apartment House from its conception in the early 20th century to its tenants' current controversy and struggle to become cooperative owners of the building.

Not much is known about the early Kenesaw, except what can be traced through newspaper and magazine articles. Plans

to build the Kenesaw Apartment House was announced in the March 14, 1903 edition of The Evening Star. It specified that the newly formed Kenesaw Apartment House Company intended to build on a triangular piece of land "on the South side of Kenesaw Avenue between old and new 16th Streets."[1] Today, with new street names its boarder streets are: 16th Street, Mount Pleasant Street, and Irving Street. The intention of the Company at the time of this article's publication, was to use most of the land available at the proposed site for the actual structure itself, and to construct the building to the legal height limit of eighty feet.[2] The officers of the Kenesaw Apartment House Company at the time of conception were: Mr. Theodore A. Harding, President; Mr. Thaddeus C. Dulin, Vice-President; Mr. Frank L. Averill, Secretary; and Mr. Walter D. Davidge, Council. The rest of the Board of Directors included Mr. John B. Henderson, Mr. George W. Stone, and Mr. Robert L. Bain.[3]

In the early 20th century the Kenesaw Apartment House was prominent because of its height and also because of the large amount of land the building would cover.[4] The fireproof seven story building, situated so that ample light and air are easily accessible to the building, is conspicious in location in that the "view of it coming north on 16th Street, will be the most prominent...so as to make an attractive and an effective appearance."[5] The building was designed so that all the

exterior walls would be finished fronts with all the rooms as front rooms.[6] A copy of the original floor plan[7] can be seen in Appendix A of this paper. In March 28- April 9, 1904, a sketch of the intended building drawn by H.C. Wilkinson and designed by Averill & Stone, was included in the Catalogue Annual Exhibit of the Washington Architectural Club. A copy of this drawing[8] can be found in Appendix B.

Plans were made for the Kenesaw; the Company had a site, a design, an architect, a builder, but no permit to build. On March 16, 1905, in Washington, D.C., permit #2025 was issued to build the Kenesaw Apartment House. This application was stamped April 8, 1905. The permit included[9]:

1) How many buildings: One fire-proof building.
2) Stories: Seven and basement.
3) Materials: Steel, brick, and terra cotta.
4) Owner's Name: The Kenesaw Apartment House Co.
5) Architect: Averill & Stone.
6) Builder: Thompson Starrett Co.
7) House number: (blank)
8) Street/Avenue: 16th Street and Kenesaw Avenue.
9) Nearest intersecting street: Kenesaw Avenue.
10) Lot: 175 Sq. (blank) Subdivision: Elsin Estate Mount Pleasant.
11) Size of lot: Front: 247' about,
Rear: 273' about,
Depth: 117' about.
12) Size of Main Building: Width of front: 183"0".
No. of feet deep: 99'2½" & 54' 7"

Purpose: Apartment House.

How many families: 66.
Will there be store in the lower story: Yes.
Nature of Business: Drugstore.
Approximate cost: $300,000.00.
Signature of owner: Kenesaw Apartment House Company per F.L. Averill, Secretary.
Applicant: Thompson & Starrett Co.
Address: 51 Wall Street, New York City

[Appendix C]

On May 4, 1908, Permit No. 3438½, for repairs and alterations, was granted to the Kenesaw Apartment House Company. This permit was for work on a freight elevator shaft. A copy of permit information and other legal correspondence, now preserved at The National Archives, can be found in Appendix C.

The Kenesaw Apartment House received national attention[10] when The American Architect, in December of 1909, published two photographs and two floor plans of the building. The commentary under one photo read, "...these are thoroughly fireproof apartments, with steel frame, cinder concrete floors and plaster block partitions. Material in hydraulic pressed brick, terra-cotta and stone. The main stairway and wainscot are of Vermont maple. Trim is of selected birch and oak, mahogany doors. Floors are of Georgia pine. Building is heated by a low-pressure system. Estimated cost 31 cents per cubic foot. As this building occupies a triangle on three streets, all sides are finished in the

same manner. This apartment house is located on the street now called 'Avenue of the Presidents'. It is directly north of the White House and overlooks the National Park."[11] To see the floor plans and photographs published at this time, refer to Appendix D.

As part of a recent application to make Mount Pleasant a National Historic District, the Kenesaw was described as "F-shape in plan...and designed in the Beaux Arts style."[12] It continues, "the building set important precedent in the city as a completely designed freestanding structure. The facades are organized in the classical columnar division of base, shank and entablature. Exaggerated course work defines the columnar divisions as the wrap around the entire building. The Kenesaw was completed at the beginning of Washington's luxury apartment construction and represents the grandeur and elegance that was to characterize 16th Street at its zenith."[13] The application to include the Kenesaw in the Mount Pleasant Historical District application can be found in Appendix E.

Little is known about what happened at the Kenesaw between 1909 and the 1960's. What is known is that a fire was reported at the Kenesaw in both the Washington Star and the Washington Daily News on April 18, 1962. It was a two-alarm blaze, the first at 2:37 a.m. and the second at 2:55 a.m., of unknown origin in the basement storage rooms

of the building. Approximately 150 residents were evacuated--most of whom were elderly and infirm. The "Fire Inspector, Burton W. Johnson, said that the heavy concrete construction prevented the fire from gushing out of the basement. The storage rooms and its contents were a complete loss."[14] Another bit of information known, is that a dining room was run at the Kenesaw and called by the same name. This restaurant was a fashionable and elegant place to dine with wonderful service and top quality food. But in the mid 1960's the restaurant stopped serving and closed up.[15] An elderly tenant of the Kenesaw remembers the restaurant well. She remarked in an interview that she often went to eat Sunday brunch there and she enjoyed the excellent service and excellent food. "It was a top quality operation," she commented, "as we talk of it now I can almost see the impressive, handsome waiters of the Kenesaw. It was just wonderful! Even before I moved into the building in 1959-1960, my friends and I would come to eat here on holidays and special occasions."[16]

Other than the fire in 1962 and the existance of the Kenesaw restaurant, little is known about the buildng except that from its initial occupation until approximately 1975 the building remained a luxurious and well run building. According to a Kenesaw tenants' personal fact sheet, "...from the year of 1968 when I first became a resident of this building, conditions have been excellent up until the year of 1975.

It is then that living conditions began to deteriorate, management could not be contacted on weekends, our security began to be threatened by vandalism, and we fell to poor sanitary conditions."[17] This also verified by Mrs. Helen J. Sioussat, who in a letter to Mr. James M. Goode- a Smithsonian Institute historian, said of the Kenesaw, "...in 1935, when my Aunt and I lived at the Argonne, we often had Sunday brunch at the old-fashioned, conservative Kenesaw (which was sort of a haven for refined elderly.) In 1975 the Dresden's resident manager of 30 years, Miss Louise Van Norman[18], was let go when it became a condiminium and she got a job as manager there (the Kenesaw). I visited her and her mother there once and felt lucky to escape with my life. It had turned into a dope-infested, terrible dive and she finally had to give up trying to live there. (She is dead now.)"[19]

According to James M. Goode, 16th Street started to deteriorate in 1953, although the Kenesaw probably started later as integration became more common. But, by 1968, the cycle of deterioration definately began as riots started to occur. At this point many whites moved out and the neighborhood and building changed.[20] Although these incidents and trends affected the population of the Kenesaw, real changes in occupancy and conditions did not occur until 1975.

Until 1964-1965, the Kenesaw Apartment House Company owned the building. However, in 1964-1965 the company sold

the building to a D.C. Real Estate broker named Mr. Gëorge Basiliko. Mr. Basiliko in turn sold the building, two months later, to the family trust of Dr. Aaron H. Gerber of 1731 Holly Street, N.W., Washington D.C..[21] Ten years later, in 1975, Dr. Gerber gave the Kenesaw building to Antioch College after the death of a daughter who worked with D.C. Neighborhood Legal Services.[22] Antioch College owned the building for the Antioch School of Law which specializes in training poverty lawyers. Unfortunately for Antioch College, according to Sylverio Coy's article "The Kenesaw Story in Late August 1977", "Antioch learned later of the outstanding $400,000 balloon mortgage, the 750 housing code violations, the angry Kenesaw tenants, and the cost of maintenance." [23] Also, Coy presents Dr. Gerber's role in a very negative way, he says, "...Dr. Gerber ten years later, having exhausted the building's tax depreciation benefits gave Antioch the building and took a $600,000 charitable deduction. In addition, he required Antioch to hold the building for 18 months, until April 1977." [24] In fairness to Dr. Gerber, the building was appraised at a worth of one million dollars, even though ironically it had over 700 housing code violations at the time of donation to Antioch College.[25] Attempts were made to reach Dr. Gerber for verification and questioning but unfortunately, although a Dr. Gerber was reached at the above mentioned

address, the correct Dr. Gerber could not be located. And so, Dr. Gerber's point of view cannot be expressed in this work.

In 1975, when Antioch College received the Kenesaw, it had to make a decision as to whether they would kick the illegally occupying tenants out of the building personally, or hire a management firm to take care of that matter. Antioch wanted to fix up the Kenesaw for the present tenants and eventually sell the building for profit and start an endowment fund. In June of 1976 the city agreed in principle to the idea and designated the Kenesaw a top priority rehabilitation project. Antioch approached the city government about a Community Development Block Grant to finance the rehabilitation. "What Antioch was attempting to do had merit. Located in Mount Pleasant, a neighborhood experiencing a frantic escalation of housing renovation and the accompanying cost increases the Kenesaw was a perfect building to provide renovated units for low and moderate income residents. The real estate turnover was causing a disturbing amount of displacement in the neighborhood and the Kenesaw would be an ideal vehicle to make a strategic stand against that trend."[26]

Against the current management's advice to kick out the illegally occupying tenants immediately, they shopped around and hired P.I. Properties which is "an outgrowth of Pride Incorporated, which was formed by Councilmember Marion Barry

in the late 1960's to provide jobs and fight rats."[27] According to Mr. Robert Augiree, the Kenesaw Cooperative Association's current President, not only did rats flourish in the Kenesaw under P.I. Properties' management, but in the winter of 1976-1977 heat and hot water was turned off in the building. In addition, janitorial service and guard service was discontinued, and the tenants had to live with a non-working elevator. P.I. Properties said the elevator was broken,[28] but Augiree feels that it was not broken in actuality, and that all of the misfortunes felt by the tenants were a deliberate attempt on the part of management to make conditions so bad that the tenants would leave the building.[29] "Thus opening possibilities for selling the building and giving P.I. Properties," according to Coy, "a nice 7 to 10% sales commission."[30] Another possible reason for this action was that "the school found the Kenesaw a costly white elephant rather than the beginnings of an endowment and just did not have the money to deal with it."[31]

In an effort to raise money for heat that winter, the tenants threw a "Heat the Kenesaw" Christmas Party, at which they charged a $2.00 admission per person. A copy of the advertisement for this party is in Appendix F.

In November of 1976 there was a fire in an apartment at the Kenesaw and, in an effort to have the owners of the building help repair the damages, "...Antioch was sued in February (1977), by a Neighborhood Legal Service

attorney, seeking a court order for Antioch to repair the apartment and others as well. No substantial repairs were made, and Antioch persuaded the court that it was unable to afford the repairs to make the building liveable. P.I. Properties told tenants to leave the building and not pay rent, in a meeting in March, 1977."[32] Also according to a tenant who preferred to remain anonymous, Antioch had not paid thousands of dollars of bills, including electricity.[33]

In March of 1977 the 78 tenants of the Kenesaw were asked to leave the building by August, by the Antioch Law School.[34] Unfortunately, Antioch's "strategic stand"[35] to provide low cost rehabilitated apartments was not cost effective. "Antioch began to incur substantial costs in operating the building. Code violations began to mount and the Antioch Board of Governors gave the order to sell the Kenesaw on the open market."[36] This attempt to empty the the building was effective in part, over 50 families moved.[37] "They were offered monetary incentives to leave," said Augiree, "the figure I recall is $10,000."[38] Still, some tenants remained and decided to begin the fight for ownership of the building. Students from the Antioch Law School and community groups joined them in their quest. On March 30, 1977, the remaining tenants voted to form a cooperative which was legally formed in September of 1977.

The cooperative titled The Kenesaw Cooperative Association held weekly meetings and worked toward raising funds, for repairing and cleaning the building, and also started searching for funds for the purchase and rehabilitation of the building. Pictures of one clean up operation organized by the tenants can be see in Appendix G. In early summer of 1977, the tenants occupied Dean Kahn's office at Antioch Law School and also met with Roy Priest of DC-DHDC in an effort to find a way to buy the Kenesaw for themselves.[39] On August 5, 1977, Lorenzo Jacobs from the Department of Housing and Community Development committed $1.17 million dollars to the Kenesaw Cooperative at 3% for the rehabilitation of the building. Antioch agreed to sell the building to the Cooperative for $780,000, and the District of Columbia Development Corporation (DCDC) agreed to support the project. Financial backing was tentatively found with Perpetual Savings and Loan. The Cooperative had until August 27, 1977 to come up with the money for the building, and at that point when the money was not available, Antioch was permitted to place the building on the open market. The tenants were still hopeful that they would be able to purchase the building, especially as they had succeeded in getting the DHDC loan good until January 3, 1978.

On September 6, 1977, tenants still in the building, received court orders telling them to vacate the illegally

occupied building by September 16, 1977. The tenants, according to Augiree, had no intention of leaving the building. They had been managing the building since the summer of 1977 and were doing a better job of it then outside private companies had done in the past.[40] On September 27, 1977, the Antioch School of Law sent a letter to the school community in which they said that they do not wish to kick the tenants out, but that they must sell the building before winter time as they do not have the money to operate and maintain the building. The letter also said that Mr. H.R. Crawford, former Secretary of HUD, "is associated with a group of interested buyers who are willing to provide relocation facilities for all the present tenants of the Kenesaw."[41] The letter continued, "the Kenesaw tenants are not being forced to accept this relocation offer. The Kenesaw Cooperative is still attempting to put together the necessary financial support to purchase the building. If the cooperative provides the law school with a bona fide offer to purchase by October 1, 1977, we have guaranteed them a priority right to purchase the building. The cooperative has been fully informed about building purchase offers, the relocation offering, and the school mandate to dispose of the Kenesaw."[42]

When the Cooperative could not give Antioch a bona fide offer by October 1, 1977, the co-op was informed by Edgar Cahn, co-dean of Antioch Law School that the building

had been sold to a private developer, Ashley Investment Corporation. Mr. H.R. Crawford represented the company in the negotiations. According to Crawford, who eventually withdrew Ashley Investment Corporation's claim to the Kenesaw, "...there was a great deal of suspicion. A lot of the people seemed to want something for nothing. They wanted to own their apartments but they didn't have enough money to do that. We tried to make them understand that they had to have adequate incomes in order to qualify for the government subsidy programs. I personally got very frustrated. I exhausted every effort to satisfy their concerns."[43] Crawford also "lost a 'few dollars' because he did not satisfy all the terms of the sales contract before he withdrew from the project.[44]

During the controversy with H.R. Crawford, the Kenesaw Cooperative Association held a Crisis Meeting on October 27, 1977. 250 residents and concerned citizens attended the meeting--there was a wide amount of community involvement from both the Mount Pleasant and Adams-Morgan areas. "The struggle of the Kenesaw Cooperative is of wide concern and is an issue which evokes deep feelings throughout the community."[45] Perhaps some of the community support for the Cooperative and not for the private investors was a factor in the withdrawl of Crawford's offer.

With the building again on the open market, the Kenesaw Cooperative Association started working with DCDC on a new plan to purchase the building. On January 20, 1978, DCDC on the behalf of the Kenesaw Cooperative offered to buy the building from Antioch College. According to Coy, DCDC and the tenants were to be co-owners of the building. In celebration of this victory the Cooperative held a "Grand Dance" at the All Souls Church. Tickets were $4.00 and $5.00. The money made at this celebration was to help defray maintenance costs for the building.[46] A copy of the advertisement for this celebration is attached in Appendix H.

Although the rehabilitation money expired in January of 1978, the co-op was still pleased because they had an agreement to purchase the building. The Cooperatives attempt to renew the offer was refused by Jacob and given to H.R. Crawford for the Scrow Project.[47] Later in the Spring of 1978 the lost rehabilitation money for the Scrow Project was again committed to the Kenesaw.[48]

Once again, in April 1978, the tenants were unable to buy the building because a financial package with DCDC and the co-op had not been reached. In order to get an extension from Antioch, Antioch was permitted to place the building on the open market again. "Everything was quiet until last week, said DCDC vice president Brady Armstrong, who has worked closely with the Kenesaw Cooperative. Then we received

a barrage of paper-committments from financial institutions for rehabilitation and acquistition. All of a sudden we were in great spirits. But then the same day Antioch got this bid from another buyer."[49] According to the agreement made with Antioch, they had a right to accept other bids made, and DCDC had three working days to match the $825,000 figure NEMAC offered for the Kenesaw. On May 26, 1978, DCDC informed Antioch that they could meet the offer. Four days later, NEMAC submitted another bid for the building--they offered $900,000. This figure could not be matched by the co-op and DCDC.

Nathan Wasser, Antioch's attorney signed an agreement with NEMAC on May 30, 1978. NEMAC is a corporation formed by the Woloohojian Realty Co. in Rhode Island specifically for the purpose of buying this building.[50] The Cooperative decided to take their struggle to Antioch College in Yellow Springs, Ohio, to confront Antioch's Board of Trustees. They were successful and Antioch announced at a Televised Press Conference with Mayor Washington, that they will sell the building to the Cooperative even though it would mean a $75,000 reduction in profit for them.[51] However, in August of 1978, NEMAC filed a temporary restraining order to block the sale of the Kenesaw to the Cooperative on the grounds that they had signed a binding contract with Antioch for the building which cannot be broken by

Antioch to sell to the Cooperative. On August 22, 1978, Judge Charles Richey--U.S. District Court in D.C., ruled that the contract between NEMAC and Antioch was binding.[52]

The Kenesaw Cooperative had once again lost the chance to buy the building for themselves. In September of 1978 in an attempt to help the tenants, the DC Coalition to Save the Kenesaw Cooperative was formed.[53] After negotiations with NEMAC, an agreement was reached to buy the rights of the building from NEMAC for $175,000. $25,000 of this $175,000 came from the tenants and the rest came from DCDC. "Under the new arrangements, DCDC is to purchase the building on behalf of the tenants at a price of $890,000. at which time the tenants $25,000 and the remaining $150,000 will be paid to NEMAC by Antioch, ending the Rhode Island company's claim to the building."[54] If by December 29, 1978, DCDC fails to complete the purchase the Catholic Center that occupies the first floor and all the tenants have 20 days to vacate the building. At this time, the residents of the co-op felt that this was their last chance to buy the building--there was a cautious mood of optimism.[55]

On Friday, December 15, 1978, DCDC bought the Kenesaw from Antioch College for the tenants. Their agreement with the tenants was that DCDC would rehabilitate the building for the tenants and then sell it to the Cooperative Association. DCDC started the renovation on the building in 1979 and

after spending $1,000,000 on the project, construction was halted because of poor management and rehabilitation problems. "The first contractor, Davis," said Augiree, "was fired and all the work had to be redone. Walls, kitchens, and bathrooms had to be torn out because of poor work."[56] A new contractor, Jerard Murphy, was hired to redo the work on the North side of the building.[57] Zuniga of DCDC, estimated "that the city had spent $4.8 million on the refurbishing or nearly $60,000 a unit."[58]

The renovations are nearly completed today, late December of 1983, and renovations include: "new kitchens, baths, and hardwood floors in each apartment, individually metered and new electric service, new central gas heating and air conditioning with electric booster fans in each apartment, a central laundry, meeting room, management office, and four commercial areas nearly of $10,000 square feet. The 83 apartments represent about 65,000 square feet and there are 51 vacant units to be marketed to the public of a little over 35,000 square feet. There are 14 two bedrooms and 37 one bedrooms available, many with panoramic view."[59] The only renovations still necessary are to the elevators, halls and lobby.[60]

The Cooperative survived their first round of the battle for the Kenesaw--that of DCDC buying the building from Antioch College. However, it is not clear that they

will survive the second round of battle--that of buying the building from DCDC. DCDC has agreed to sell the building to the co-op at the cost of $3.1 million dollars. The money would be distributed in this manner, says Mr. Joseph Howell of Howell Associates--the financial consultants for the Kenesaw Cooperative since September 1983, $1.3 million will be financed with a conventional loan at probably 10½%. Of this $1.3 million, $700,000 will go to pay off a first trust from Perpetual, and $400,000 in cash will go to DCDC The $200,000 left will go into a DCDC escrow account for the Cooperative to use during the selling period if funds are needed. This $200,000 loan must be paid back when 90% of the apartments have been sold. The rest of the $3.1 million will be financed with a 3% loan from DHDC with 20 year terms starting in 2 years.[61] The problem with this offer, according to Howell is that it is not feasible because there is not enough money to pay for all the costs of the co-op. November 15, 1983, was the co-op's deadline to accept this proposal from DCDC or loose the guaranteed chance to buy the building as originally promised by DCDC. The co-op countered the offer with an adaptation of DCDC's proposal--they asked DCDC to let the $200,000 in the escrow account be paid back, not at the 90% occupancy mark, but rather later on when the co-op is on sound economic footing. If they try to buy without this stipulation they stand little chance of

up costs incurred by the co-op. This means that the new tenants would be putting more money into the co-op than the current tenants. Not only would they lose everything should the co-op default, but they would lose much more than the other tenants.[66] "It's real sticky," says Howell, "I don't think it will be an easy sell unless it's a real good price."[67]

The only way to make DCDC's original plan work would be to raise the rents of the planned moderate-income housing to higher income residents. But if this was done, it would be even more difficult to sell the spaces.[68] A copy of Howell Associates economic analysis can be found in Appendix I. Howell's model creates an operating budget and traces the operating budget over a period of many years. There is an itemized month to month basis analysis of cost and expenses for a period of 24 months, and then a year to year analysis for the next seven years of operation.[69] This is the model on which Joe Howell based his advice to the co-op not to buy the building at DCDC's current offering price.

Howell feels that DCDC and the local government does not have an understanding of the costs involved in the deal. "We met with Frank Smith, the City Councilman, and he basically said that any consultant that has to do something on the computer is not woth its salt. If you can't do it on

the back of an envelope then you don't have any business in the consulting business and he wouldn't give a dime for any computer printout. Smith says that if DCDC says it works it will work. That was and is his position as of a few weeks ago. He said he won't support the tenants in an effort to negotiate the offer."[70]

The Cooperative does have other alternatives open to them. "I'll tell you what the bottom line of this thing is," says Howell, "this deal cannot be implemented by the tenants acting alone or even with someone like me advising them. They'll have to delegate the responsibility to a development company with hands on experience. It's the detail that makes all these projects work--it is the subtlety of pricing and staying on top of the sales person everyday that makes it work. It's having someone full-time on the job for roughly a six to eight month time period."[71] There is currently interest on the part of C.I.H. Development Corporation, who is interested in making a deal with the co-op to help them operate the co-op through the selling period of six to eight months. That is during the high risk period and C.I.H. would have their money on the line during this time.[72] A proposal is currently being worked on by C.I.H. and is expected to reach the co-op and Howell Associates soon.[73]

Another alternative to this, would be for DCDC to make the Kenesaw a rental project. Thus, DCDC would rent

to the tenants and take care of the upkeep of the building and any other expenses that might be incurred in the running of the building.[74] Another alternative Howell mentioned, is the idea of having a limited partnership with the co-op and another private company.[75] In this case, the co-op would own a small part of the building and lease it from the private company. "This could work because there is a lot of tax shelter and long term depreciation available for the private investor and so the deal could work that way."[76]

Howell feels that the tenants have a great deal going for them right now.[77] "They all have got their place renovated and they pay basically no rent. Mr clients", Howell says, "are the tenants and I like them personally--but I think they're being a little bit unrealistic in the sense of wanting everything. What I'm saying is what I've advised the tenants--this is very complicated and very technical and it requires a lot of sophistication. The worst thing that could happen would be for the co-op to mnke a bad management decision and cause the financial demise of the whole situation. The current deal proposed by the city would be that demise."[78] Howell feels that the best possible solution for the tenants would be for them to let DCDC rent it. "If I was the tenants I would opt for that--that would be my preference in terms of the tenants best interests."[79]

The Kenesaw at 3060 16th Street has changed over the years. Since its construction in 1905-1909, the Kenesaw remained a luxury apartment house until approximately 1975 when the building was given by Dr. Gerber to Antioch College. Factors such as the integration of the area, the death of Martin Luther King, and the subsequent riots in 1968 helped deteriorate the area and thus helped deteriorate the Kenesaw too. Since 1975, the struggle in the Kenesaw has been one in which the tenants have tried to cooperatively buy the building first from Antioch College and now from DCDC. The question that still remains today, in late December 1983, is will the tenants buy the building and fulfill their dreams, and if they do this, is it really the wisest move for the tenants to make? It is the opinion of Howell Associates and this author, that the tenants are right now in a "no lose" situation. They could continue to pay low rents for their apartments, and should DCDC decide to sell the building, the tenants have the first chance to buy the building. This right is guaranteed to the tenants by law. "I don't think the co-op realizes that a cooperative is not necessarily that adventageous if you are burdened with a set of financial obligations that you can't meet,"[80] says Howell. Right now the co-op has won the battle, but if it is not careful it may lose the war. The future of the Kenesaw Apartment House lies in the hands of DCDC and the Kenesaw Cooperative Association.

APPENDIX NOTE

All the supplementary information that appears in this appendix, is important documenting materials of the Kenesaw Apartment House. Some of these materials are referred to and labeled in the main body of the paper. The rest of these materials, such as photographs of the building, and Howell Associate materials add further insight into what has been detailed in the main paper. The author hopes that these materials prove helpful to the readers of this history. The source of all information in this appendix is listed on each item included.

Karen J. Schiffres

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[1]"New Apartment House," The Evening Star, 14 March 1903, p.11 pt.1.

[2]Ibid.

[3]Ibid.

[4]"Application of Kenesaw to be included in Mount Pleasant Historical Application," Washington, D.C. The Kenesaw Apartment House. Files.

[5]"Kenesaw Apartment House," The Evening Star, 18 March 1905, p.1 pt.2.

[6]"Plans for a Large Apartment House," The Evening Star, 28 May 1904, p.14 pt.2.

[7]"Redrawn floor plan of the Kenesaw from the 1909 edition of The American Architect," Washington, D.C. James M. Goode of the Smithsonian Institute. Files.

[8]"Kenesaw Apartments Washington, D.C.," The American Architect, 22 December 1909.

[9]"Information from National Archives of permit information and other legal correspondence--the form that appears in this paper is used by permission.", Washington, D.C. JEames M. Goode of Smithsonian Institute. Files.

[10]"Application of Kenesaw to be included in Mount Pleasant Historical Application," Washington, D.C. The Kenesaw Apartment House. Files.

[11]"Kenesaw Apartments Washington, D.C.," The American Architect, 22 December 1909.

[12]Same as Footnote 10.

[13]Ibid.

[14]"Elderly Tenants Carried From Apartment Fire," The Washington Daily News, 18 April 1962.

[15]"Anonymous tenant of the Kenesaw," Washington, D.C. Interview. 8 December 1983.

[16]Ibid.

[17]"A Kenesaw Tenant's Personal Facts," Washington, D.C. The Kenesaw Apartment House. Files.

[18]"Letter to Goode from Helen J. Sioussat," Washington, D.C. James M. Goode of Smithsonian Institute. Files.

[19]Ibid.

[20]Interview with James M. Goode. Washington, D.C. 7 December 1983.

[21]"Kenesaw Fact Sheet," Washington, D.C. The Kenesaw Apartment House. Files.

[22]Ibid.

[23]"The Kenesaw Story in Late August 1977," Sylverio Coy. Washington, D.C. The Kenesaw Apartment House. Files.

[24]Ibid.

[25]Ibid.

[26]"Tale of the Kenesaw, by Sam Parker, District of Columbia Committee, National Capital Area Chapter, AIP," Washington, D.C. The Kenesaw Apartment House. Files. 7 December 1977.

[27]Same as note 23.

[28]Interview with Robert Augiree, Washington, D.C. The Kenesaw Cooperative Association. 31 October 1983.

[29]Ibid.

[30]Same as note 23.

[31]Ibid.

[32]"Undated history of Kenesaw," Washington, D.C. The Kenesaw Apartment House. Files.

[33]Same as note 15.

[34]Same as note 21.

[35]Same as note 26.

[36]Ibid.

[37]"Letter to students from The Keneseaw Co-op," Washington, D.C. The Kenesaw Apartment House. Files.

[38]Same as note 28.

[39]Same as note 32.

[40]Ibid.

[41]"Letter from Antioch School of Law to students," Washington, D.C. The Kenesaw Apartment House. Files.

[42]Ibid.

[43]Walterene Swanston. "Kenesaw Tenants' Co-op Hopes to Purchase Building," The Washington Post, 2 March 1978.

[44]Ibid.

[45]Same as note 28.

[46]"Flier Grand Dance," Washington, D.C. The Kenesaw Apartment House. Files.

[47]Same as note 32.

[48]Ibid.

[49]"Phantom Firm Enters Kenesaw Bidding," Christopher Dickey, The Washington Post, 2 June 1978.

[50]Christopher Dickey, "Kenesaw Tenants Lose Battle In Court Fight To Buy Homes," The Washington Post, 23 August 1978.

[51]Same as note 28.

[52]Same as note 50.

[53]SAme as note 28.

[54]Christopher Dickey, "90 Tenants Pay $25,000 On Building," The Washington Post, 14 November 1978.

[55]Same as note 28.

[56]Ibid.

[57]Ibid.

[58]Anne Chase, "The BAttle of the Kenesaw Apartments: Round 2," The Washington Post, 13 October 1983.

[59]"Abstract of the Kenesaw Cooperative's Purchase of the Kenesaw Apartment Building," Washington, D.C. HOwell Associates. Files.

[60]Same as note 28.

[61]Interveiew with Joseph T. Howell, Jr. Washington, D.C. Howell Associates, 15 December 1983.

[62]Ibid.

[63]Ibid.

[64]Ibid.

[65]Ibid.

[66]Ibid.

[67]Ibid.

[68]Ibid.

[69]Ibid.

[70]Ibid.

[71]Ibid.

[72] Ibid.
[73] Ibid.
[74] Ibid.
[75] Ibid.
[76] Ibid.
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1980 conditon of door before fixed up
fireplace before rehabilitation
fireplace before rehabilitation
fireplace before rehabilitation
picture of corner of Kenesaw after rehabilitation
picture of corner of Kenesaw before rehabilitation
front of Kenesaw
Enlargement of photo from The American Architect."

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F

DISTRICT OF COLUMBIA GOVERNMENT
OFFICE OF THE SURVEYOR

Washington, D.C., 3/1, 2001

Plat for Building Permit of SQR 2594 LOT 175

Scale: 1 inch = 30 feet Recorded in Book C017 Page 135

Receipt No. 2376

Furnished to: LAVONNE TORRANCE

Surveyor, D.C.

By: RTP

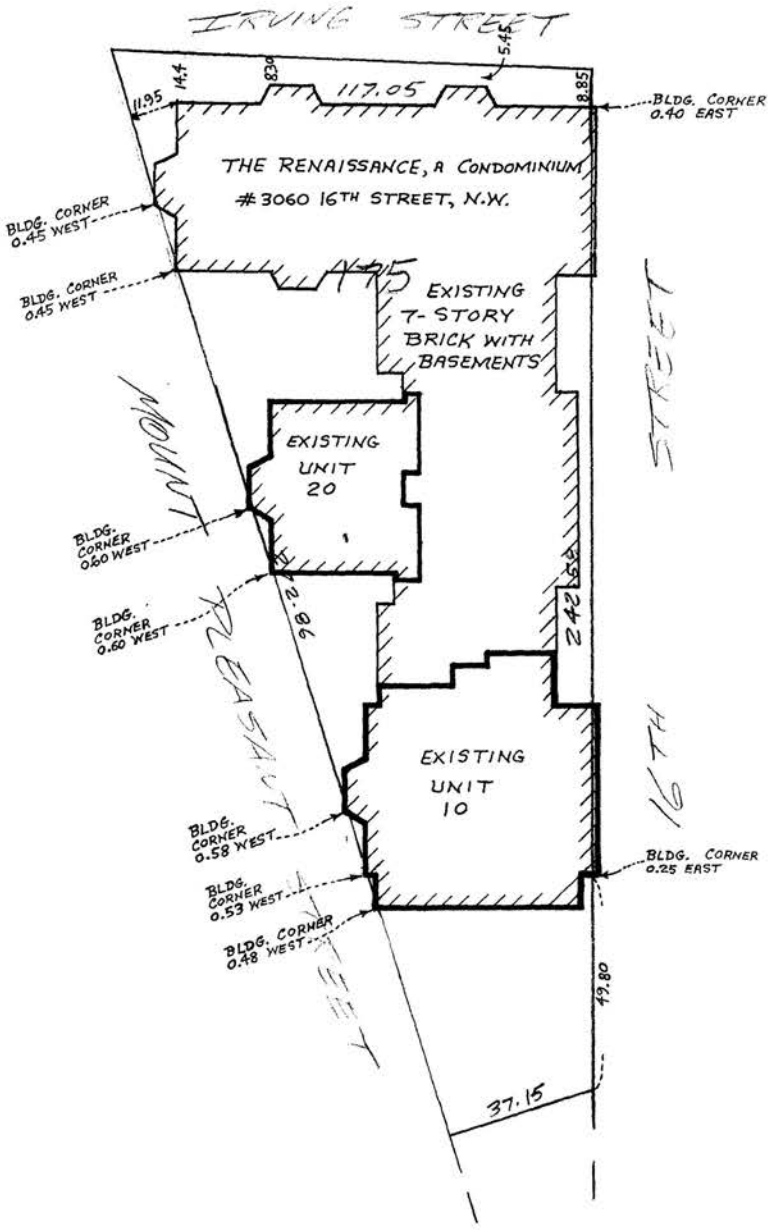
I hereby certify that all existing improvements shown hereon, are completely dimensioned, and are correctly platted; that all proposed buildings or construction, or parts thereof, including covered porches, are correctly dimensioned and platted and agree with plans accompanying the application; that the foundation plans as shown hereon is drawn, and dimensioned accurately to the same scale as the property lines shown on this plat;and that by reason of the proposed improvements to be erected as shown hereon the size of any adjoining lot or premises is not decreased to an area less than is required by the Zoning Regulations for light and ventilation; and it is further certified and agreed that accessible parking area where required by the Zoning Regulations will be reserved in accordance with the Zoning Regulations, and that this area has been correctly drawn and dimensioned hereon. It is further agreed that the elevation of the accessible parking area with respect to the Highway Department approved curb and alley grade will not result in a rate of grade along centerline of driveway at any point on private property in excess of 20% for single-family dwellings or flats, or in excess of 12% at any point for other buildings. (The policy of the Highway Department permits a maximum driveway grade of 12% across the public parking and the private restricted property.)

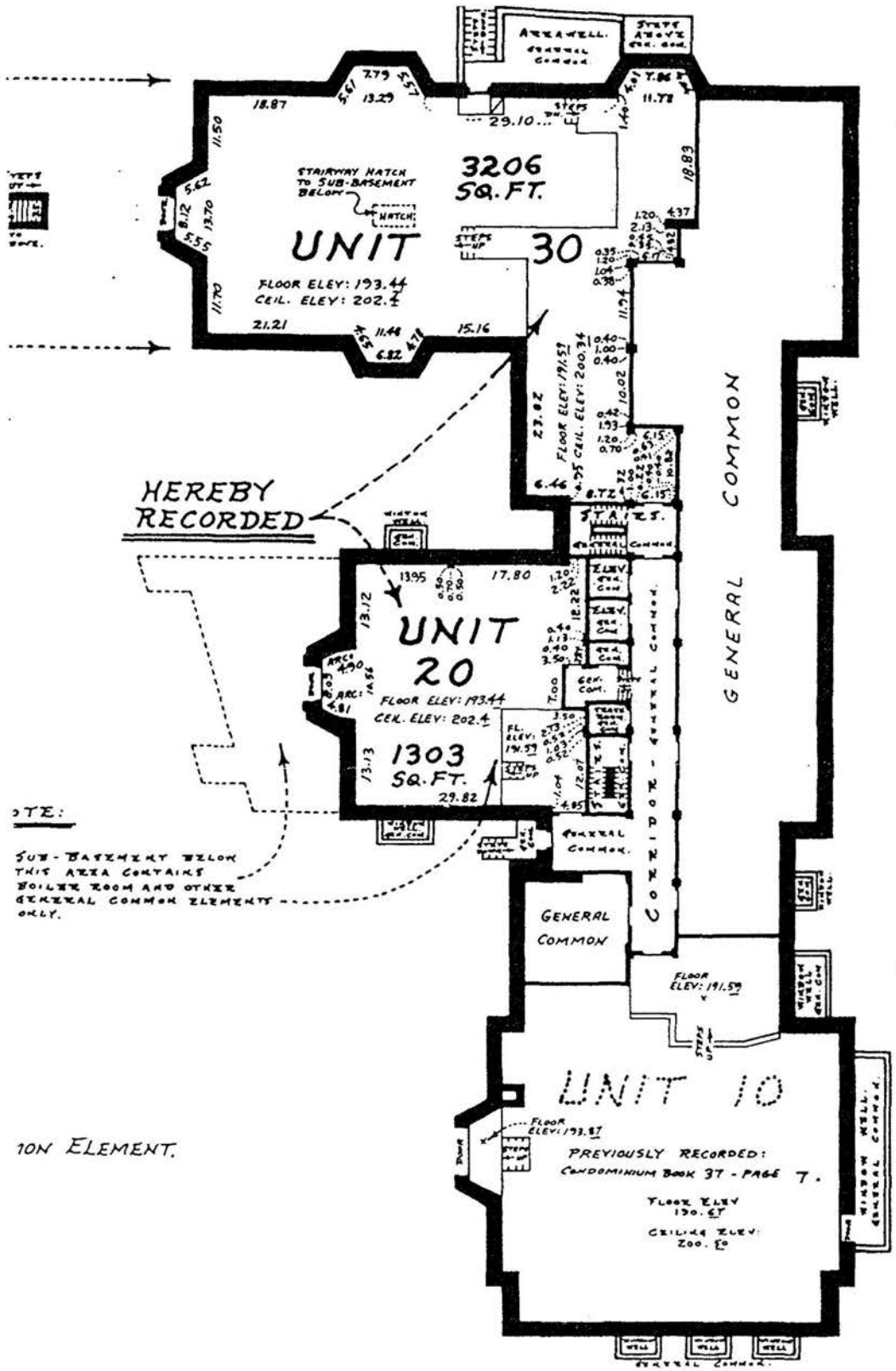
Date: MARCH 8, 2001

H.C. LANGELAN, D.C. REG. LAND SURVEYOR, REG. No. 71-1, LICENSE No. LS900178.

(Signature of owner or his authorized agent)

NOTE: Data shown for Assessment and Taxation Lots or Parcels are in accordance with the records of the Department of Finance and Revenue, Assessment Administration, and do not necessarily agree with deed description.





BASEMENT ELEVATIONS:

FLOOR: 191.59
CEILING: 200.39

(ELEVATIONS VARY AS SHOWN HEREON.)

DATE PRINTED
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12750 TWINBROOK PARKWAY, ROCKVILLE, MARYLAND 20852
TELEPHONE: (301) 881-2545

SCALE: 1 IN. = 16 FT. UNIT VOL. 1100.0