GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF PLANNING

Office of the Director

MEMORADUM

TO: Board of Zoning Adjustment

FROM: JLS for
Andrew Altman, Director

Office of Planning

DATE: November 5, 2001

SUBJECT: Waiver of Rules for Late Submittal of Final Report on Case No. 16787

The attached Final Report concerning the application for Case Number 16787 is being submitted less than 7 days prior to the Board of Zoning Adjustment's consideration of the item. The Office of Planning respectfully requests that the Board waive its rule and accept the report into the record.

Case 16787
Ex 25

Board of Zoning Adjustment
District of Columbia
CASE NO.16787
EXHIBIT NO.25

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF PLANNING

Office of the Director

Memorandum

TO: Board of Zoning Adjustment

FROM: Andrew Altman, Director
Office of Planning

DATE: November 5, 2001

SUBJECT: BZA Application #16787 (McMillan House)
2415 and 2417 1st Street, N.W. (Square 3127, Lot 51 and 52)

APPLICATION

The application by Lorriane B. Wilson (Applicant) requests, pursuant to 11 DCMR 3103.2, a use variance from the provision of §330.5 of the R-4 District to allow an inn and variance from §2101.1 to allow a reduction in the required on-site parking spaces.

SUMMARY RECOMMENDATION

The Office of Planning (OP) recommends that the requested area variance be **APPROVED**. This house has provided transient accommodations for over 50 years and is compatible with the residential character of the community. The granting of this variance will not be detrimental to the health and welfare of the residents of the area. The variance from the parking requirements is unnecessary.

SITE AND AREA DESCRIPTION

The subject property is located at 2415 and 2417 1st Street, N.W. (Square 3127, Lots 51 and 52) and encompasses an area of approximately 3,430 square feet. The site is developed with two 3-story rowhouses that have been converted internally to one development and is currently operating as an inn. The surrounding Bloomingdale community is a community of predominantly two-and three-story row houses (Attachment 1). Over the years, a number of the houses were vacated and boarded up and some non-single family uses were introduced into the area to replace the single-family residents. Recently, there has been a rejuvenation of the community through the renovation of many of the houses. Directly west of the site is the McMillan Reservoir and Howard University and within a block of the McMillan Inn to the north are the Children's National Medical Center and Washington Hospital Center.

PROPOSAL

The applicant is seeking approval to operate an 11-bedroom inn to provide accommodations on a daily, weekly, and monthly basis. Parking to serve the occupants of the inn will be provided on the site as well as on an accessory parking lot behind the subject property.

ZONING REQUIREMENTS

The subject site is in the R-4 District that permits matter-of-right development of single-family residential uses, churches and public schools with a minimum lot area of 1,800 square feet, a minimum lot width of 18 feet, a maximum lot occupancy of 60%, and a minimum height of 3 stories/40 feet. Under specific circumstances, the conversion of a building to apartments is permitted. An inn is not a use permitted in the R-4 District.

The applicant has also submitted a request for a variance from the parking requirements. However, the parking requirement for an inn in the SP District is 1 space per 4 rooms. The 11-room inn would therefore require 3 parking spaces. The requirement is satisfied as there are three spaces provided to the rear of the property; therefore, this variance appears unnecessary. Additionally, the applicant has contracted for 3 more spaces off-site (Attachment 2) and there is permit parking allowed on both sides of 1st Street. The property is also in close proximity to public transportation.

ANALYSIS

The subject property was formerly owned by the Roman Catholic Archdiocese of Washington D.C. and operated as the residence for the Catholic Chaplain, a place for religious services, social activities, as well as providing lodging for Catholic students. Under the ownership of the Archdiocese, the two houses were combined in 1950 to form one unit internally but retained the two-unit façade. In 1998, the applicant purchased the house and renovations were done to convert it to an 11-room inn available to guests on a daily, weekly, and monthly basis and operated by a manager. The architecture of the building is similar to other buildings on the block and it has a small sign with the house number and "McMillan Inn" on the front for identification purposes.

The house meets all the area requirements for development in the R-4 zone as shown on Table 1.

Table 1

Item	Existing	Required	Proposed
Lot Area	3,429 sq. ft.	1,800 sq. ft.	No change
Lot Width	34.29 ft.	18 ft.	No change
Lot Occupancy	55%	60% max.	No change
Rear yard	28 ft.	20 ft.	No change
Parking Spaces	3 spaces	1 per 4 rooms or 3 spaces	3 spaces on site and 2 spaces off-site

The standard by which the BZA should approve a variance is set forth in Section 3103.2 of the Zoning Regulations. The following demonstrates how these standards are met:

> **The property is unique by reason of its exceptional narrowness, shallowness, shape, topography or other extraordinary or exceptional situation or condition;**

The subject property is unique due to the fact that the two units were consolidated into a single building and converted for temporary accommodations in 1950, prior to the 1958 adoption of the city's modern Zoning Regulations.

> **By reason of the aforementioned unique or exceptional condition of the property, the strict application of the Zoning Regulations will result in peculiar and exceptional practical difficulties or to exceptional and undue hardship upon the owner of the property.**

The subject property has provided transient accommodations for approximately 50 years during which time the two buildings were consolidated prior to the current owner taking possession. The applicant, since purchasing the property, has continued operations with a similar use. To convert the building back to a matter-of-right use will impose an undue hardship on the applicant.

> **The variance will not cause substantial detriment to the public good and will not impair the intent, purpose and integrity of the zone plan as embodied in the Zoning Regulations and Map.**

Over the years, the facility has operated without any detrimental impact to the community and in fact, has continued to exist in the community even as it deteriorated. Today, the area is being rejuvenated and many of the homes have undergone or are undergoing renovation for single-family use. The non single-family uses such as the rooming house adjacent to the subject site (2419 1st Street), the halfway house for mentally challenged persons (2411 1st Street), and the fraternity house for Howard University students (2405 1st Street) are all located in Square 3127 and in the same block but these are all uses permitted by-right or by special exception. The inn has proven to be a compatible use with all the existing uses and therefore will not be a detriment to the public good. Additionally, granting the variance would not impair the intent, purpose, and integrity of the Zoning Regulations as it will not affect the stabilization of one-family dwellings and the property meets all the area requirements of the R-4 District.

COMMUNITY COMMENTS

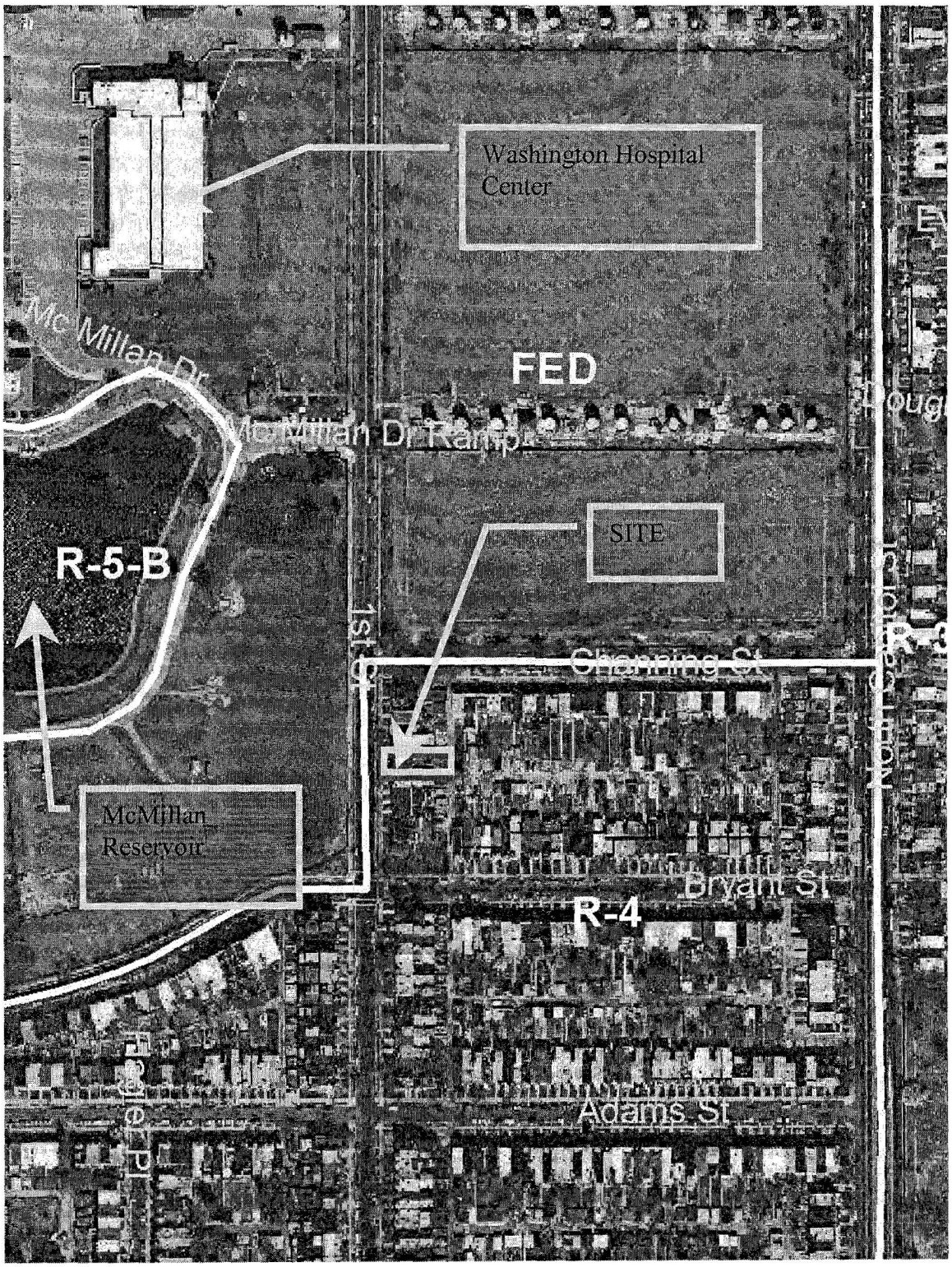
The application was reviewed by ANC 5C on October 4, 2001 and they recommended approval of the variance request.

SUMMARY AND RECOMMENDATION

The applicant has demonstrated that the property, as developed, is unique and presents an exceptional situation with the two buildings consolidated into one prior to the adoption of the modern Zoning Regulations in 1958. Additionally, the house has been designed to provide transient accommodations and would present a hardship to the applicant to convert it to a matter-of-right use. The use will not cause any "substantial detriment to the public good" and "will not substantially impair the intent, purpose, and integrity" of the zone plan as embodied in the Zoning Regulations or Map", as the inn its operations are compatible with the existing single family and other uses in the block and the wider community. Additionally, parking to serve the site is provided on-site, on an accessory parking lot, and on both sides of 1st Street. Therefore, patrons of the inn will not be a burden on the community. The Office of Planning therefore recommends that the Board of Zoning Adjustment **APPROVE** the variance requested.

Attachment
1. Site Location
2. Lease Agreement for Parking

AA/mbr



SITE LOCATION

Attachment 1

COMMERCIAL LEASE

This lease is made between MARGARET G. WASHINGTON, herein called Lessor, and McMILLAN HOUSE, L.L.C., herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of WASH., D.C., ~~County of~~, ~~State of~~, described as LOT 802, SQUARE 3127, upon the following TERMS and CONDITIONS:

M.G.W. ac 7/15/01

1. **Term and Rent.** Lessor demises the above premises for a term of ~~Five~~ SIX years commencing APRIL 1, 1999 and terminating on MARCH 31, 2005 or sooner as provided herein at the annual rental of FOUR HUNDRED EIGHTY AND 00 Dollars ($480.00), payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.

2. **Use.** Lessee shall use and occupy the premises for OFF-STREET PARKING. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and: , which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within THIRTY (30) days of the commencement of the term hereof.

10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. **Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

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ATTACHMENT 2

Form A140 Commercial Lease

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ATTACHMENT 2