# ARNOLD & PORTER

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October 9, 2002

RECEIVED
D.C. BOARD OF ZONING ADJUSTMENT
2002 OCT 10 AM 11:00

Geoff Griffis, Chairman
Board of Zoning Adjustment
441 4th Street, N.W.
Washington, D.C. 20001

Re: Supplemental Submissions; BZA No. 16823
Variance for Toutorsky Mansion, 1720 16th Street, N.W.

At the hearing held on August 6, 2002 on the above-referenced matter, the Board of Zoning Adjustment suggested that the Applicant modify his proposed conditions for approval, submitted previously, to reflect any expansion of the scope of its interior historic preservation proffer as well as the refined transportation management plan.

The Applicant herewith submits two documents in follow-up:

1. One black-line version of the proposed conditions. The black-line version clearly depicts those conditions which have been revised to reflect an expanded, interior historic preservation commitment as well as the recently submitted, detailed transportation management plan. The black-line provides a comparison of the new conditions with those conditions submitted previously at the August 6th hearing; and
2. One clean version of the proposed conditions.

The new historic presentation conditions expand the scope of historic review to all future work performed in specified historic preservation areas of the subject building

BZA
Case No. 16823
Exhibit No. 85



Board of Zoning Adjustment
District of Columbia
CASE NO.16823
EXHIBIT NO.85

interior. These preservation areas are also specified and the types of work which the historic review process will be applicable to, are defined.

The new parking and traffic condition incorporates by reference the transportation management plan submitted by the applicant on September 10, 2002.

This submission is being delivered one day late to all the parties due to the fact that counsel was out of the office with the flu this week.

Thank you for your continued review of this matter.

Sincerely,

Cynthia A. Giordano

Enclosures

cc: David McGettigan, Office of Planning
Steve Callcott, Historic Preservation Division
All parties by hand delivery on this date

**PROPOSED CONDITIONS**
**FOR**
**BED & BREAKFAST VARIANCE**
**AT**
**1720 16TH STREET, NW**

**Historic Preservation**

1. **Significant interior features, as detailed in the following, of the subject building will be retained and preserved by the owner coincident with any bed and breakfast use of the building. Any work on areas defined as subject to review will be approved by the Zoning Administrator, only after review and recommendation by the Historic Preservation staff as to consistency with the preservation of significant interior features and finishes, and architectural spaces of the property at 1720 16th Street as defined in the list of spaces below. In-kind repairs, maintenance and cleaning, repainting of painted surfaces; interior decoration and furnishings; and electric wiring and plumbing work that does not impact plaster, wood or tile finishes are exempt from review under the terms of this agreement. Removal of any architectural feature, including but not limited to plaster, wood or tile decoration and finishes, built-in furniture and doors; painting unpainted finishes; adding new architectural features or elements, including but not limited to decorative elements, built-in furniture, walls and doors are subject to review by the Historic Preservation staff. The Historic Preservation staff has been provided with architectural plans and appropriate photos to document the agreement. Should the Historic Preservation Officer need to do a site visit access will be arranged.**

   **<u>First Floor</u>**
   **The Entrance Vestibule, Entrance Hall and Main Stair and Rear Vestibule, Front Parlor, Sitting Room and Dining Room are significant spaces, which retain their original configuration and overall appearance and are subject to the preservation agreement.**

   **<u>Stairways and Stair Halls</u>**
   **The Main Stair and Stair Halls including all doors opening to the Stair Hall on both the second and third floor, the Main Stair to the third floor and the Servant Stair from the basement to the third floor are significant spaces, which retain their original configuration and overall appearance and are subject to review.**

**Basement**
**The basement spaces do not retain significant or original spaces, features or finishes and are not subject to the preservation agreement.**

**First Floor**
**The Rear Pantry/Kitchen, which does not retain significant original features and finishes, is not subject to the agreement. The west window in the Sitting Room is to be exempted from the preservation agreement. The stain glass portion, which is the significant feature of this window will remain intact, however, as viewed in the stair-framing plan, Exhibit 10, submitted 5/3/02, the two clear glass, center panels will be removed to insert a doorway into the courtyard.**

**Second Floor**
**The Bedrooms and Bathrooms are not subject to the preservation agreement.**

**Third Floor**
**The Bedrooms and Bathrooms are not subject to the preservation agreement.**

**The Fourth Floor**
**The fourth floor attic does not contain significant features or finishes and is not subject to the preservation agreement.**

**Carriage House**
**The Carriage House does not contain significant features or finishes and is not subject to the preservation agreement.**

**Occupancy**

2. The Bed and Breakfast will have a maximum of 10 guestrooms.

3. No more than four non-resident employees of the Bed and Breakfast will work onsite at any one time.

**Events**

4. Guests of the Bed and Breakfast may host up to 24 events (i.e., parties, meetings, weddings receptions and the like), **annually**. Weekday events (Monday through Friday can take place between the hours of 8:30 a.m. and 9:30 p.m. Weekend events (Saturday, Sunday and **Holidays**) can take place between the hours of 11 a.m. and 10:30 p.m. **There will be no consecutive weekend events.**

5. With the exception of events the only meal that can be served on the premises of the Bed and Breakfast will be breakfast.

6. No more than 110 guests will be permitted to attend any single event.

7. Tables and chairs for the events will be stored on the premises.

8. **Appropriate** security will be provided for all events.

**Courtyard Use**

9. With the exception of wedding ceremonies, no events will be scheduled in the courtyard.

10. No breakfast buffet service will be set up in the courtyard.

11. **Signs will be posted in the courtyard requesting that guests respect the neighbors' peace and quite.**

**Lighting**

12. Lighting in the rear of the premises will be directed away from neighboring windows.

**Parking and Traffic**

13. **Parking and traffic will be handled consistent with the DDOT approved Transportation Management Plan.**

**Trash**

14. Trash will be kept in securely covered receptacles stored in a brick enclosed area adjacent to the alley. Trash pickup will be scheduled a minimum of three times per week. All reasonable steps will be taken to prevent vermin.

15. Caterers for events will be responsible for removal of all event-related trash after the event.

Please note: **numbered item, words in bold type indicates a change from the previous submission of conditions.**

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