

To: **The Office of Zoning**
Government of the District of Columbia
Suite 210 South
441 4th Street, NW
Washington DC 20001

From: **Jennifer Fowler**
Agent/Architect
1819 D Street SE
Washington, DC 20003

Date: May 20, 2019

Subject: **Supplemental Filing**
BZA Application, Benson Addition
520 Groff Court NE (Square 779, Lot 179)

The application has been revised based on feedback from the Office of Planning as well as the ANC.

The following changes have been made:

1. The following relief been removed. Office of Planning has determined that this relief is not needed for the project as submitted.
 - a. Special Exception for a reduction in the minimum side yard requirement for alley dwellings pursuant to Subtitle E 5204.
 - b. Special Exception for the expansion of a non-conforming structure (C-202.2) pursuant to E-5201.
2. The windows facing north on the second floor have been modified to mitigate privacy concerns raised by neighbors. The windowsills have been raised to 4'-4" in order to reduce visibility.
3. The window facing south on the second-floor rear bay has been modified to mitigate privacy concerns raised by the neighbor at 518 Groff Court NE. The windowsill has been raised to 4'-4" in order to reduce visibility.
4. In order to alleviate community concerns about the tight turn at the alley, the northeast corner has been shown with a curve and with a steel corner guard.
5. A Construction Management Agreement has been circulated to neighbors on the alley, with the assistance of the ANC 6C. This agreement was provided by the ANC Planning and Zoning Committee in response to neighbor concerns about construction impacts. See Exhibit C.

The remaining relief that is requested is:

1. Area Variance from the alley centerline setback requirements for alley lots pursuant to Subtitle E 5106 for both the front and side alleys.
2. Area Variance from the height limitation for alley lots pursuant to Subtitle E 5102.

Practical Difficulties created by the Alley Setback:

1. It would be very difficult to comply with the 12' setback along the north property line due to the exceptionally narrow lot where the addition will be built. The required setback would push the new wall 7' from the property line rendering the addition useless without extensive renovations to the existing house.

2. A new addition that complies with the regulations would only allow for approximately 4' of interior width. In order to incorporate the narrow space, the applicant would need to remove substantial sections of the existing solid masonry bearing wall, which would be prohibitively expensive.
3. The existing stairs and kitchen are located along the masonry wall and would need to be relocated or substantially modified in order to utilize the new square footage if it were limited to 4'.
4. Adding a 4' side addition would not allow for an additional bedroom or bathroom, which are the primary goals of the project. In order to utilize the narrow space, the applicant would need to remove substantial sections of the existing solid masonry bearing wall, which would be prohibitively expensive.
5. A mature tree and extensive landscaping in the rear yard prevent the addition from shifting towards the rear to comply with the front setback of 2'. To set back would mean loss of interior square footage in an already tight space.
6. The property is in the Capitol Hill Historic District. HPO staff have directed the applicant to build to both the front and side lot lines. Adhering to the alley setbacks would be in direct conflict with Historic and greatly diminish the potential for gaining HPRB approval.
7. There was an original house built at the same time as 520 Groff Court that was demolished at some point in the past. That house was built to the lot lines.
8. The existing alley is only 10' wide at both ends, and along most of its length. That is due to existing houses, garages, and fences that are already built to the property line. See Exhibit A for photos of the alley.

Practical Difficulties created by the height limitation:

1. The existing house is approximately 23'-8" in height. The proposed addition only seeks to maintain the same height that exists. This height is 3'-8" above the allowed 20' height for an alley structure.
2. The original house that once stood on the lot, as demonstrated on the Baist map, was most likely over the 20' height limitation.
3. The property is in the Capitol Hill Historic District. HPO staff have directed the applicant to design the new addition so that it mimics the massing of the existing row of 5 alley dwellings. Adhering to the height limitation would be in direct conflict with Historic and greatly diminish the potential for gaining HPRB approval.
4. The proposed addition first floor will be dropped below the level of the existing first floor so that the new front entrance can be positioned low enough to not require additional stairs projecting into the alley. This configuration also mimics the existing houses that step down along the sloped alley. The second floor as proposed aligns with the existing second floor. Reducing the height to 20' will only allow a second-floor ceiling height of approximately 6'-9", which does not meet legal standards. See Exhibit B for a section demonstrating the challenges in meeting the height restriction.
5. If the second floor were to be dropped to accommodate the height limitation, additional stairs would need to be added on the second floor. Due to the existing layout, adding steps would be difficult in the very tight second floor hallway.
6. Having a secondary roof below the level of the existing roof will potentially create issues with snow drift and water drainage. Additionally, it makes it nearly impossible to have one HVAC unit serving the whole house due to the lack of contiguous attic space for ducts.
7. If the applicant were to drop the roof height to meet the limitation, the parapet walls would remain the same height. The higher roof height will not be discernable from the streetscape or alley and would not be detrimental to the public good.

Summary:

We would like to request the Zoning Commission to grant the request. The requested relief is consistent with the intent and purpose of the Zoning Regulations.

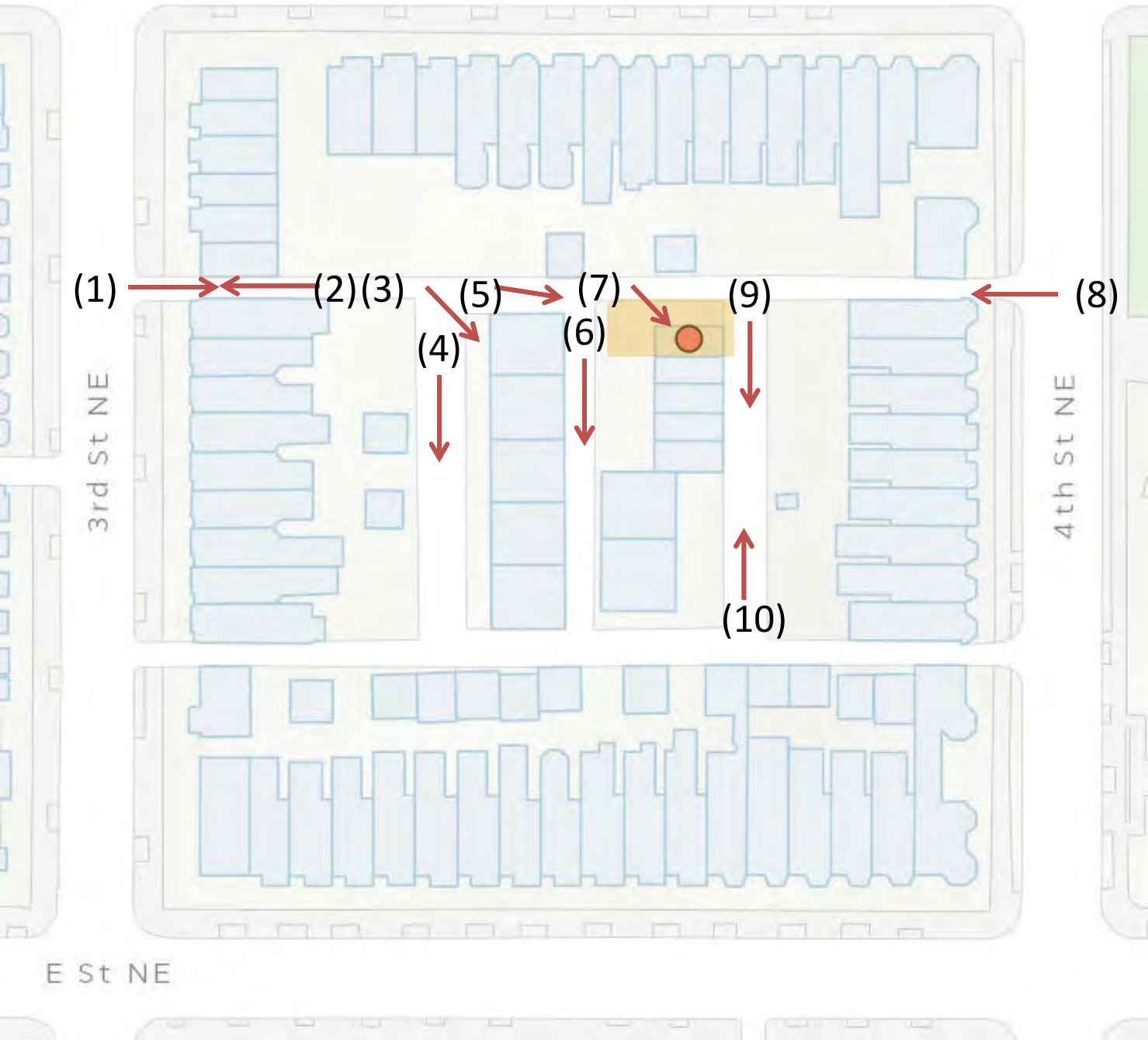
Thank you for your consideration.



Jennifer Fowler

EXHIBIT A

520 Groff Court NE
BZA/HPRB Application



Street view map



(1) View of 10' wide east-west alley from 3rd Street NE, looking east



(2) View of 10' wide east-west alley from 3rd Street NE, looking west



(3) View of 508 Groff Court NE



(4) View of Groff Court 15' wide west branch of alley



(5) View of east-west alley, looking east



(6) View of Groff Court 10' wide center branch of alley, looking south



(7) View of east-west alley, looking east



(8) View of east-west alley, looking west from 4th Street NE



20' ALLEY 520 GROFF

(9) View of Groff Court 10' wide east branch of alley, looking south

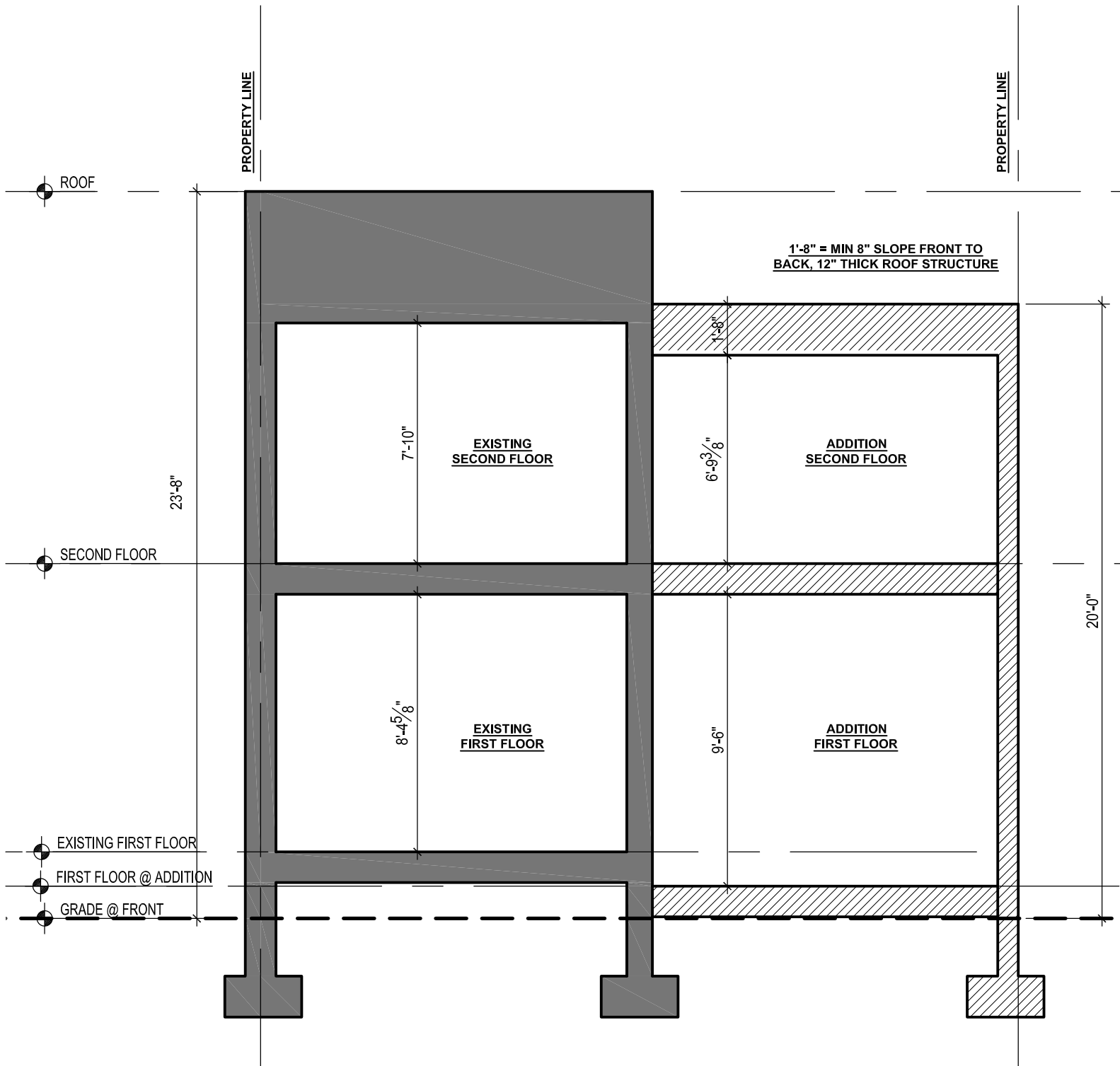


520 GROFF

20' ALLEY

(10) View of Groff Court 10' wide east branch of alley, looking north

EXHIBIT B



This construction management agreement (“Agreement”) is entered into this ____ day of May, 2019 by and between Kara Benson (“Owner”) and certain nearby property owners¹ (“Neighbors”) in regard to proposed renovation and expansion of 520 Groff Court NE (“the Property”).

Recitals

The Property is located in Square 779 in the boundaries of ANC 6C, Washington, DC.

The Property abuts two different alleys, including a 10’-wide alley to the north.

Owner intends to renovate and expand the existing structure on the Property (“the Project”) in general conformity with the plans attached as Exhibit B.

Owner has filed an application (BZA 20027) with the Board of Zoning Adjustment (“BZA”) seeking special exception and variance relief.

Owner has also filed an application (HPA 19-311) with the Historic Preservation Review Board (“HPRB”) for concept approval for the Project.

Owner must obtain approval from BZA in order to construct the Project.

On May 1, many of the issues and concerns addressed in this Agreement were aired at a public meeting of ANC 6C’s Planning, Zoning, and Economic Development Committee.

The parties acknowledge that this Agreement is contingent upon Owner obtaining BZA and HPRB approval, as well as required construction permits.

The parties desire to enter into this Agreement to resolve certain concerns of the Neighbors, and agree as follows:

- 1. No Parking in or on Alley during Construction.** Owner shall ensure that contractors and workers engaged in the Project do not park any motor vehicles in or on the public alley system within Square 779, except as allowed under paragraphs 2 and 3 below.

- 2. Temporary Use of Alley.** Workers may stop a vehicle immediately next to the Property in the 20’-wide alley lying to the Property’s east in order to unload or load tools, equipment, or materials. Only one such vehicle may do so at any time. Any such stopped vehicle shall not idle; instead, its motor must be shut off. At all times while such a vehicle is stopped in the alley, a worker authorized to drive the vehicle shall remain in or near it, and shall move it promptly at the request of a Neighbor.

- 3. Duration of Temporary Alley Use.** Under paragraph 2, Owner will arrange with contractors and workers to limit the size of deliveries so that loading and unloading can be completed within thirty (30) minutes on each occasion. If a delivery or removal effort will require more than thirty (30) minutes, Owner will provide Neighbors with email notice, including the estimated time and duration, no later than 48 hours before the event.

¹ A list of Neighbors appears at Exhibit A.

- 4. Vehicle Size and Type.** Vehicles entering the Square 779 alleys in connection with the Project, whether or not they stop temporarily as described in paragraphs 2 and 3, shall be passenger vehicles, vans, or pickup trucks. In the unlikely event a crane or box truck (up to 24' in length) will be required, Owner will provide Neighbors with email notice, including the estimated time and duration, no later than 72 hours before the event.
- 5. Use of Owner's Private Property.** Nothing in paragraphs 1-4 above shall limit or impair the Owner's right to use their private property, either for Owner's personal vehicle, for contractor vehicle parking and/or deliveries, or for staging of construction materials, provided that any such vehicle and materials, such as lengths of lumber, remain entirely within the Property boundaries and not extend out into and/or obstruct the public alleys.
- 6. On-Street Parking by Contractors and Workers.** To the extent that contractors and workers associated with the Project elect to park vehicles nearby (whether using temporary contractor parking privileges or otherwise), at all times they shall refrain from parking or standing in illegal locations. This includes obstructing the entrance to any alley; parking in or on a sidewalk, crosswalk, or bicycle lane; or parking in a posted no-parking zone near an intersection.
- 7. Construction Staging.** No construction staging shall take place in the adjacent alleys. All construction materials, tools, equipment, and dumpsters/debris containers shall be kept on the Property, on other nearby private property pursuant to an agreement with the owner(s), or in a lawfully permitted curbside staging zone in the 500 block of 4th St. NE (west side only). If road construction or other conditions prevent the establishment of a staging zone as described in the preceding sentence, Owner may seek a permit for a curbside staging zone in the 300 block of F St. NE.
- 8. Site Management and Cleanliness.** The Owner shall ensure that nearby alleys, streets, and sidewalks are at the end of each work day free of rubbish and debris generated by the Project, including but not limited to food/drink waste produced by Owner's contractors and workers. At no time shall persons performing work on the Project use any nearby resident's trash or recycling bin for disposing of such rubbish or debris.
- 9. Construction Activity Hours.** Owner will ensure that construction activity takes place only during legal work hours (7am-7pm Mon-Sat; no work on Sundays or District holidays). All construction activity—including but not limited to worker arrival, loading/unloading of materials/tools/equipment, delivery/removal/replacement of dumpsters/debris containers, securing the site at the end of each work day, and departure of workers—shall take place exclusively during those legal work hours.
- 10. Complaint Resolution.** Owner shall provide Neighbors contact information for Owner or Owner's designated agent for the Project sufficient to enable prompt communication of Neighbors' complaints. Owner agrees that Owner or Owner's agent will respond to all complaints within 24 hours (and, in the event of an emergency posing a substantial risk to public safety, within two hours or as soon thereafter as practicable). Neighbors agree to seek no enforcement action (such as 311 calls or stop work order requests) unless a good faith effort was made to reach Owner or Owners agent and they were unresponsive in the above agreed upon timeframe. In the case of an ongoing disagreement, the

parties agree that Owner and any affected Neighbor(s) shall meet in person to discuss the matter within five (5) calendar days after Neighbor makes a written request to the Owner (or vice versa).

11. No Opposition to BZA or HPRB Applications. In exchange for the obligations imposed on Owner by this Agreement, Neighbors agree not to challenge or contest the Owner's BZA or HPRB applications for the Project, to direct or assist other persons in doing so, nor to impede the Project's completion.

12. Material Changes to Plans. This Agreement is based upon the plans attached at Exhibit B. If Owner makes a material change to the plans in connection with any proceeding or application before BZA, HPRB, or the Department of Consumer and Regulatory Affairs necessary to approval and completion of the Project, Owner will notify Neighbors within three (3) calendar days and provide an electronic copy of the revised plans.

13. Severability and Interpretation. The invalidity or unenforceability of any provision in the Agreement shall not affect the remaining provisions. In case of ambiguity, the terms of this Agreement shall not be construed in favor of or adversely to any party. (That is, no party shall be regarded as the sole drafter bearing the risk associated with ambiguous wording.)

14. Governing Law. This Agreement shall be governed by and construed according to the laws of the District of Columbia.

15. Voluntariness. The parties agree and acknowledge that each of them a) has read and understood this Agreement, b) understands its binding legal effect, c) enters into this agreement freely, voluntarily, and without duress.

16. Succession. This Agreement and its terms shall bind and inure to the benefit of the parties, their heirs, successors, and assigns.

17. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed a single instrument. Facsimile or scanned electronic signatures shall be deemed originals under this Agreement.

18. Amendment/Waiver. No modification of this Agreement shall be valid unless reduced to writing and signed by the Owner and the Neighbor(s) seeking the amendment. No waiver of any provision shall be valid absent a writing signed by the party consenting to the waiver.

19. Termination. This agreement shall terminate upon the completion of the Project, the withdrawal/denial of the BZA application for the Project, or the withdrawal/denial of the HPRB application for the Project, whichever occurs first.