

GOVERNMENT
OF
THE DISTRICT OF COLUMBIA

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BOARD OF ZONING ADJUSTMENT

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SPECIAL PUBLIC MEETING

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TUESDAY

May 20, 2003

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The Public Meeting was convened in Room 220 South, 441 4th Street, N.W., Washington, D.C. 20001, pursuant to notice at 9:58 a.m., Geoffrey H. Griffis, Chairperson, presiding.

BOARD MEMBERS PRESENT:

GEOFFREY H. GRIFFIS	Chairperson
RUTHANNE G. MILLER	Board Member
CURTIS ETHERLY, JR.	Board Member

Commission Staff Present:

Beverly Bailey	Office of Zoning
Clifford Moy	Office of Zoning
John K. A. Nyarku	Office of Zoning

D.C. Office of Corporation Counsel:

Lori Monroe, Esq.

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AGENDA ITEM

PAGE

APPLICATION OF GIDEON BAPTIST CHURCH

17008 3

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P-R-O-C-E-E-D-I-N-G-S

9:58 a.m.

CHAIRPERSON GRIFFIS: If we could call that case for the meeting which is Application 17008. I believe we need a few minutes on this and then we can resume our hearing this morning.

MR. MOY: Yes, Mr. Chairman, the case application as you stated is 17008 of Gideon Baptist Church pursuant to 11 DCMR 3103.2 for a variance from the lot occupancy requirements under Section 403, a variance from the rear yard requirements under Section 404, a variance from the open court requirements under Section 405, and a variance from the off-street parking requirements under Section 2101 to allow the construction of a new church in the R-3 District at premises 901 Ingraham Street, N.W. and that's in Square 2998, Lot 7.

The Board -- it should be noted that the Board has amended the -- the case application to delete a variance from the rear yard requirements under Section 404 and to add the variance from the 50 percent requirement to locate parking spaces elsewhere under Section 2116.3.

The Board completed hearing the testimony

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1 on the case application at its public hearing on May
2 13th, 2003 and requested additional information for
3 its decision on May 20th, 2003.

4 The Board requested that the applicant
5 provide: 1. A copy of a signed binding agreement
6 with the Truesdale Elementary School regarding the
7 parking arrangement, 2. Revised drawings and plans to
8 show the building footprint within the property line
9 C2 or -- and/or A1, and finally a revised surveyor's
10 plat to reflect the proposed two parking spaces on
11 site.

12 The applicant submitted the information
13 and that's in your case folder under Exhibit 31 and
14 that completes my briefing.

15 CHAIRPERSON GRIFFIS: Thank you very much,
16 Mr. Moy. Appreciate that.

17 We did set this for a decision to get that
18 information. We have received all of it and we have
19 some comments on one.

20 First of all, let me just state it was
21 fairly clear in the application in the public hearing
22 on this the strength of its case. We do have a very
23 unique site of which has created difficulties in -- in
24 complying with all of the requirements for the zoning
25 regulations. Clearly, the site's large enough to

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1 build on except its -- its shape and configuration
2 make it problematic.

3 However, when we look at our regulations
4 of which dictate the parking for a church, it's --
5 it's -- the regulations are not always so direct and
6 explicit, but in this case, they are in 2116.3 that
7 requires when accessory parking for a church that is
8 being built that the Board have a binding agreement
9 with the owners of the -- of a accessory parking
10 facility.

11 We do have the -- the submission of the
12 District of Columbia public schools and believe me,
13 the Board has been looking and reading this and trying
14 to figure out how this can, in fact, be held to
15 fulfilling that requirement and the difficulty comes
16 in the fact that there's ambiguity in the letter in
17 terms of stating enclosed for your records, is the
18 first sentence, is a copy of the revised use agreement
19 and yet, we're not really sure as we have essentially
20 a cover letter whether there was anticipated an
21 enclosed agreement or whether this is to serve as an
22 agreement.

23 So, it brings up two points and that is
24 one, that we have the revised agreement or the revised
25 use agreement submitted into the record or we have

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1 this letter revised so that it says not enclosed but
2 rather this letter shall serve for whatever purpose it
3 is to, in fact, serve and I think that is the --
4 frankly the only way we can proceed is having those
5 two changes looked at which would mean that we decide
6 this when we receive that information. I would
7 anticipate that that could be done very quickly as
8 this -- revisions to this particular letter were made
9 fairly quickly, but I think we probably need to insure
10 and allow two weeks to have this turned around.

11 So, my point indirectly stated is that we
12 set this meeting off for two weeks and bring it up
13 again once we receive that information.

14 Are there any questions from the Board on
15 that?

16 MEMBER ETHERLY: Mr. Chair, I'll just note
17 for the record, thank you very much for holding our
18 start on the -- on the public decision making in
19 abatement. Due to another commitment, I had to arrive
20 later than anticipated.

21 I will note that I didn't feel that this
22 was a major issue when we first heard the case
23 originally and I continue to think that. The language
24 that we have in -- in both of the communications from
25 the public -- District of Columbia public schools, the

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1 revision May 15th and then, of course, the original
2 one I felt would -- I would be comfortable with moving
3 forward on -- on the strength of these agreements
4 because I think the -- the key material terms are
5 included in the agreement.

6 I recall that there was some considerable
7 discussion and concern about the ability of the church
8 to access additional parking spaces at other times or
9 I should say on other dates other than Sunday. Once
10 again, I didn't share that same concern and I'm still
11 very comfortable with the paperwork that we have in
12 hand.

13 But if -- if there continues to be a
14 concern from -- from my colleagues that the
15 documentation may not be sufficient to satisfy the
16 requirements, I'm comfortable putting the decision
17 making off. But, I just want to be very clear that I
18 would be comfortable moving forward today on this
19 matter.

20 Thank you, Mr. Chair.

21 CHAIRPERSON GRIFFIS: Good. Thank you. I
22 think the Board is comfortable on moving forward on
23 the application except that we are bound by as I
24 stated very explicit language and what obviously we --
25 we look to be consistent in our decisions and our

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1 procedures and although we may give leeway at times
2 and try as often as possible, I think that this is
3 easy enough to remedy and can be done very quickly.

4 MEMBER ETHERLY: No, I -- I agree with
5 you, Mr. Chair, but I'll -- I'll just note sometimes I
6 think the Board gets caught up in semantics and I
7 think this is a semantic issue as opposed to a --
8 necessarily a question of the explicit language not
9 necessarily being in the communication.

10 But, I'm comfortable supporting the
11 chairman's suggestion that we hold this in -- in
12 abeyance for two weeks to deal with.

13 CHAIRPERSON GRIFFIS: Good.

14 MS. BAILEY: Mr. Chairman --

15 CHAIRPERSON GRIFFIS: Yes.

16 MS. BAILEY: -- June 3rd was the date that
17 -- in two weeks.

18 CHAIRPERSON GRIFFIS: Yes, we would set
19 that again for a special public meeting.

20 Let me address also I guess we will
21 probably do that again on the 3rd, but we also had
22 submitted in a letter from an abutting property owner,
23 Ms. Davis, indicating that she would allow parking on
24 her property that's a vacant lot.

25 I think conceivably I don't think we --

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1 we're not certainly approving or condoning or
2 disapproving that. It would not go into counting for
3 the strict zoning regulation calculations of the
4 parking. That would not be counted in as that would
5 have to be properly striped and surfaced and all that
6 and I don't think that's what we want to get into. I
7 know that's not what we want to get into.

8 It's appreciated Ms. Davis putting
9 together the support and I know she gave testimony in
10 that application and I guess directly said that.
11 Although this fills the application, it doesn't
12 directly address the requirements for parking.

13 So, that being said, can I take it as a
14 consensus then we'll move this to the third and I
15 would -- I am hopeful that all will be in order and we
16 can move ahead on this.

17 Any questions?

18 MEMBER ETHERLY: Once again, Mr. Chairman,
19 I'm -- I'm comfortable with our -- with our direction.

20 I just -- part of my concern and I'll just be very
21 clear on this. Part of my concern is I think we --
22 many of us perhaps have had experience dealing with
23 various aspect of the District of Columbia
24 bureaucracy, our own included.

25 But, sometimes there's difficulty getting

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1 precisely the type of language that you want to see
2 and so, I'm hopeful that DCPS will be cooperative in
3 this particular instance and get the -- the necessary
4 revision to the -- to the language so we can move
5 forward on this case.

6 But, if not, I just want to raise that as
7 a possibility so -- so my colleagues are -- are
8 cognizant of the fact that we could conceivably be
9 here two weeks later and not necessarily have the
10 revision as we would like it and we might have to deal
11 with that eventuality.

12 CHAIRPERSON GRIFFIS: Indeed and I think
13 we've been very explicit on that, anticipating that
14 problem and believe me, this Board is very aware of
15 delaying construction projects and -- and the critical
16 nature of that and I think we have two options. I
17 mean I think the Board has said that we could rely on
18 a revision of this letter that isn't ambiguous in
19 terms of an enclosed record, but rather having this
20 letter stand alone as what we would put -- as its
21 agreement and I think that we could bend and do that.

22 But, as -- as it states now, there's great
23 ambiguity in terms of there is some use agreement out
24 there, but it isn't within the record.

25 MEMBER MILLER: I just want to comment

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1 just so that it's very clear so that when we come back
2 in two weeks there isn't any misunderstanding. I
3 think that this letter can be very easily cured.

4 It starts out saying enclosed for your
5 records is a copy of the revised use agreement and
6 that doesn't exist and that's what makes the record
7 messy in this case.

8 If the letter were to say something like
9 this letter serves as the binding agreement, that
10 would -- that would resolve our concern or else if
11 there is an agreement, that agreement should be
12 attached to this letter.

13 CHAIRPERSON GRIFFIS: Very well. Everyone
14 together? Can I take it as a consensus of the Board?

15 MEMBER MILLER: Yes.

16 MEMBER ETHERLY: Yes.

17 CHAIRPERSON GRIFFIS: Then it's done.

18 We will bring this up again on June 3rd.

19 That would conclude then the public --
20 special public meeting. Why don't we rejoin the
21 hearing that is now in progress.

22 (Whereupon, the meeting was concluded at
23 10:09 a.m.)

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