



AGENDA ITEM

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

(9:50 a.m.)

CHAIRMAN SOCKWELL: Good morning. We are calling the meeting to order.

MS. PRUITT: Good morning. Mr. Chairman, we have this morning Application 16505, the application of George Washington University, Mount Vernon Campus, pursuant to 3104.1 under Section 210, for the approval of an updated campus plan for further processing to allow the construction of an addition to Summers Hall, to provide for additional dormitory space, construction of a softball field on the southeast corner of the campus, and re-construction of an existing tennis court to include underground storage, athletic support space, and parking spaces for 175 cars, in R-1-A and R-1-B District, at 2100 Foxhall Road, Northwest, Square 1347, Lot 850.

All those planning to testify, could you please stand and raise your right hand?

(The Witnesses were duly sworn.)

CHAIRMAN SOCKWELL: Good morning, ladies and gentlemen. I am Robert Sockwell, the Board of Zoning Adjustment for the District of Columbia. Joining me today are Board Members Jerry Gilreath, to my left, representing the National Capital Planning Commission, and representing the Zoning Commission, Carol Mitten, to my right. Chairman Reid will not be able to join us today, but will read the record.

1 I declare the public meeting open. Copies of  
2 today's hearing agenda are available for you. They are located to  
3 my left near the door. Due to the public interest and the nature  
4 of the case, the Board decided to have two hearing dates. The  
5 first hearing was held on November 17th, with the second hearing  
6 scheduled for today, December 15th, 1999, at 9:30 a.m.

7 This hearing will be conducted in accordance with  
8 provisions of 11 DCMR 3117. Party status was determined and  
9 granted to the Neighborhood Alliance at the hearing on November  
10 17th. The Board is not considering any request for party status  
11 today. The order of procedure for this hearing will be as  
12 follows: one, preliminary matters. Two, continuation of cross  
13 examination of the Applicant's expert witness by the attorney  
14 representing the Neighborhood Alliance. Three, Office of Planning  
15 report and recommendation. Four, persons in support. Five,  
16 persons and parties in opposition. And six, closing remarks by  
17 the Application.

18 Cross examination of witnesses is permitted for  
19 persons or parties with direct interest in the case. The  
20 following time limits will be imposed on all oral presentations.  
21 One, Application, two hours. Two, Other Parties, two hours.  
22 Three, Organizations, five minutes each. Four, Individuals, three  
23 minutes each.

24 Due to the formerly extremely large number of  
25 individuals wishing to testify in this case, the Board intended to

1 adhere to these time limits strictly, as strictly as possible, in  
2 order to hear the case in a reasonable period of time.

3 In addition, the Board reserves the right to change  
4 the time limits, if necessary. No time shall be seeded.

5 At this time, turn off all beepers and cell phones,  
6 or set them to vibrate only, as not to disrupt this proceeding.  
7 Those presenting testimony should be brief and non-repetitive. If  
8 you have a prepared written statement, please give copies to  
9 staff, and orally summarize the highlights only. Please provide  
10 these copies of your statement before beginning your oral  
11 presentation.

12 Each individual appearing before the Board must  
13 complete two identification cards, and give them to the reporter  
14 at the time you make your statement.

15 If these guidelines are followed, the record in  
16 this case can be developed within a reasonable period of time.  
17 The decision of the BZA in this case will be based exclusively on  
18 the record. To avoid any appearance to the contrary, the Board  
19 requests that Parties, counsel, and witnesses not engage the Board  
20 Members in conversation during any recess, or at the conclusion of  
21 the public hearing sessions.

22 The staff will be available to discuss any  
23 procedural questions. The Board will consider any preliminary  
24 matter. Preliminary matters are those that are related to whether  
25 a case will or should be heard today, such as request for

1 postponement, continuance, or withdrawal, or whether proper or  
2 adequate notice of the hearing has been given.

3 If you are not prepared to go forward with the case  
4 today, or if you believe that the Board should not proceed, now is  
5 the time to raise such a matter.

6 Does staff have any preliminary matters?

7 MS. PRUITT: No, Mr. Sockwell, we have none -- I'm  
8 sorry, yes. I do. We received a revised ANC report that would  
9 also be read into the record today, just for your -- just to note.

10 CHAIRMAN SOCKWELL: All right. The revised ANC  
11 report should be accepted into evidence at this time.

12 MS. PRUITT: You could -- usually we hear that  
13 after Office of Planning report.

14 CHAIRMAN SOCKWELL: Okay. After.

15 MS. PRUITT: I just wanted to let you know we've  
16 got it.

17 CHAIRMAN SOCKWELL: All right. Thank you. Okay.  
18 We would now proceed with continuation of cross examination of  
19 the Applicant's expert witness by the attorney representing the  
20 Neighborhood Alliance.

21 MR. ELLIOTT: Good morning, Chairman Sockwell, Mr.  
22 Gilreath, Ms. Mitten. My name is Robert Elliott. I am the  
23 attorney for the Neighborhood Alliance, which is the only Party to  
24 this proceeding from the public.

25 As a preliminary matter, as you undoubtedly know,

1 the Alliance and the University settled their differences, and  
2 they have submitted a letter, endorsed by the Mayor personally.  
3 And in light of that, we will not be cross examining the remaining  
4 expert witnesses that were deferred until today.

5 In addition, you may anticipate that instead of  
6 being a Party in opposition, we will be a Party in support of this  
7 application when the point in the proceeding comes. I consulted  
8 with Ms. Dwyer, because we in a letter agreement did agree to  
9 provide testimony in support of the application.

10 And we have two witnesses here, Penny Pagano, and  
11 Steve McClain, who can provide testimony. We don't know, however,  
12 whether the Board wants anything more than a brief explanation of  
13 the settlement. And we certainly don't wish to be presumptuous to  
14 suggest that just because these Parties settled, you don't have  
15 questions you want answered.

16 So we're available to answer questions. And we  
17 will present some brief testimony, probably just a few minutes.  
18 In addition, Ms. Dwyer and I at our respective points in the case  
19 will tell you what is in the agreement, and explain that.

20 I do have a witness that we could call in, but I  
21 have not asked her to come in. And she is very familiar with the  
22 parking, the effectiveness of the American University parking  
23 plan. We're very confident that George Washington can indeed get  
24 the cars off the public streets around the campus. I know Mr.  
25 Sockwell had one question in that regard, and the University has

1 raised a few questions about it.

2 And Ms. Elizabeth Segal, I spoke to her briefly  
3 last night, and she has several years of very good experience with  
4 American University in their carrying out their own plan, which is  
5 not a plan that George Washington needs to adopt. It's going to  
6 be up to them how to get the job done.

7 But if you did have any questions about awkward  
8 situations between neighbors, as Mr. Sockwell raised at the first  
9 hearing, or complications in terms of dealing with cars and the  
10 public streets, and how it all works, if you were interested in  
11 having that witness available, I would appreciate knowing that  
12 now, so that I can call her, and have her come down.

13 CHAIRMAN SOCKWELL: Well, I believe that in light  
14 of the fact that an agreement between the Alliance and the Party  
15 representing the University's application has been made, the need  
16 for further testimony is somewhat mooted.

17 That if we do not have any disagreement on the key  
18 points of the agreement, that those are believed to be  
19 implementable, and are in fact solutions acceptable to the  
20 Alliance, and apparently to the Advisory Neighborhood Commission  
21 representing the residents of the community, that we would want to  
22 enter into the record those submissions that we have, and forego  
23 additional unnecessary testimony as the opponent - proponent  
24 relationship has changed significantly.

25 MR. ELLIOTT: That's fine. And you have stated

1 correctly, all of the differences between the Neighborhood  
2 Alliance and the University have been resolved. There is nothing  
3 left to present to you where we are of different positions.

4 It was a compromise which we will explain to you in  
5 due course. Both sides made significant concessions. And we're  
6 here jointly to request that you include in your order, hopefully  
7 verbatim, exactly as we hammered out through about ten or twenty  
8 drafts, some very detailed conditions that we can all live with,  
9 and hope that will work very well.

10 We're confident also that they will work. We think  
11 the University can indeed do everything, every word there. We're  
12 convinced that they can do it. I told Mr. Trachtenberg personally  
13 at the signing that, "Don't let me down." And he said, "People  
14 always try and put a monkey on my back."

15 But he did say he and the University do not see any  
16 difficulty in carrying out these agreements. And we're counting  
17 on that.

18 MS. DWYER: And Mr. Chair, as a preliminary matter,  
19 I just want to state for the record that the University is  
20 revising its application to conform to the agreement reached. We  
21 filed on Monday a copy of the agreement, with attached exhibits,  
22 showing additional set-backs and enhanced landscape plans.

23 And we want all of that to be part of the record.  
24 The agreement also includes conditions on the use of the campus.  
25 And again, we would request that those be included in any BZA

1 order.

2 I also want to state for the record that we have no  
3 objection to the late filing of the ANC report. And I think at  
4 the last hearing, the Chair indicated that the Board would waive  
5 its rules to permit that we're very pleased we've had the  
6 opportunity to revisit this issue with the ANC, and to now have  
7 their support.

8 It is possible that after the Office of Planning  
9 report, if you want testimony on the agreement, that both the  
10 University and the Alliance could have a representative come up  
11 and explain it, if you feel that you need that additional  
12 clarification.

13 If not, I want you to know that the end of today's  
14 hearing, we are going to be asking for a bench decision, and a  
15 summary order. And we have drafted that, to file on the record.  
16 And both Mr. Elliott and I will be jointly requesting that at the  
17 end of the hearing.

18 MR. ELLIOTT: That is correct, Mr. Chairman. We  
19 would like you to rule today, and enter an order. And I've looked  
20 at Ms. Dwyer's draft this morning, and she assures me that all  
21 these conditions were E-mailed from the mediator who had it on his  
22 computer, right to her. So, they are to be verbatim what's in the  
23 letter.

24 I did want to alert you that the staff might want  
25 to look at the George Washington University History case, where

1 there's a paragraph just prior to BZA conditions. I don't have a  
2 position as to that, but if that's the practice, to put that  
3 paragraph in, that's fine.

4 Ms. Dwyer has pointed out to me that at the end of  
5 her proposed order she has three paragraphs in bold type that may  
6 be the same thing. And in that connection, the final of those  
7 three paragraphs says, this order of the Board is valid for a  
8 period of two years, it ought to be clarified that that's as to  
9 phase one construction. The campus plan is to be approved through  
10 the year 2010.

11 CHAIRMAN SOCKWELL: Okay. Thank you.

12 MR. GILREATH: Mr. Chairman, I'd like to ask, is  
13 there anyone here who is going to express any opposition? Or has  
14 everything been resolved between the two Parties? Would anyone be  
15 here who's going to say, provision so'n'so in this agreement, they  
16 don't like that, and they want it clarified. So there's -- ?

17 MS. DWYER: We are unaware of any opposition.

18 CHAIRMAN SOCKWELL: Okay. Fine. That's very  
19 important. Thank you very much. At this point, I'm very  
20 impressed with the agreement.

21 MS. DWYER: And we're locking the door. No one  
22 else can come in. (Laughter.)

23 MR. GILREATH: Okay. Fine.

24 CHAIRMAN SOCKWELL: Based on what we've received to  
25 date, I've taken upon myself to bring Christmas carols, that we

1 might spend some of the rest of -- (Laughter.) And I want you to  
2 know, I really didn't have to do this the other night.

3           Anyway, this fine. I think we have a very happy  
4 and hopefully very satisfied group of individuals in here today  
5 representing the community and the University. That we would like  
6 to thank the Office of Planning for its efforts, those of Andrew  
7 Altman, to bring the two Parties together to discuss and  
8 effectively resolve the most important issues in this case.

9           This was an obvious indication that the Office of  
10 Planning and the Director has taken a very strong position on  
11 bringing the community together and becoming an advocate for the  
12 community. And this is something that the city has needed. So  
13 we're very pleased with that.

14           We would like, then, in this case, with no other  
15 witnesses to be called, that the Office of Planning report be  
16 given.

17           MS. WAGNER: I am Julie Wagner. I am special  
18 assistant to the Director of the Office of Planning, and I am  
19 actually here on behalf of Andy Altman. I want to extend thanks  
20 for your abilities and your efforts to allow additional time for  
21 this case.

22           In that time, both GW, the Neighborhood Alliance,  
23 and other neighborhoods have come together through a mediation  
24 process to address the outstanding concerns, which were a sticking  
25 point for our office.

1           That time was used wisely. And I know that heart  
2 and soul has been poured into that process. And we are very proud  
3 to actually review and assess the draft conditions. And we are in  
4 full support of the draft conditions, and attaching that to the  
5 campus plan.

6           So in summary, we recommend conditional approval of  
7 the subject application. What we did with our report is, we  
8 actually attached the draft conditions in the back. And  
9 suggested, through our report, what particular sections of the  
10 draft conditions would meet some of the concerns that were raised  
11 by a number of the neighbors.

12           The reason for that, having been a mediator myself,  
13 is that the terms of agreement, the articulation, the words that  
14 were used, the phrases that are used, are very important. And we  
15 did not want to fall victim of somehow re-articulating or  
16 remodifying what has been a long, and very intensive, and very  
17 valuable process for GW, and the neighbors, and the Neighborhood  
18 Alliance.

19           So what you will find in our report is the  
20 attachment of the draft conditions, with specific sections called  
21 out, as pertains to noise, as pertains to traffic. And I do  
22 believe that the Applicant itself, as well as the Neighborhood  
23 Alliance, would do a much better job than I, or anyone from the  
24 Office of Planning for that matter, to walk through what those  
25 draft conditions are.

1 But in the end, we are proud, very proud, and very,  
2 very much in support of the campus application.

3 CHAIRMAN SOCKWELL: Thank you.

4 MS. VOGEL: And I am Mary Vogel with the Office of  
5 Planning, as well. I would like your permission to correct our  
6 report, to the extent -- and also what was said earlier today  
7 about the application, to the extent that re-alignment of the  
8 soccer - lacrosse field is also part of this application.

9 It is in fact in our report, later on in here. But  
10 on the front page, we neglected to change it to reflect that there  
11 is re-alignment of the soccer - lacrosse field, as well.

12 CHAIRMAN SOCKWELL: All right. We'll take that  
13 into consideration. And make --

14 MS. VOGEL: And I would just like to reiterate what  
15 Julie Wagner said, that we were just delighted with the agreements  
16 that had been reached. That we had poured over this ourselves for  
17 many weeks now, and had analyzed the -- all of the opportunities  
18 there.

19 And we're just, again, just delighted with the  
20 agreements that were reached. We felt that they had come to an  
21 excellent compromise.

22 CHAIRMAN SOCKWELL: Thank you very much.

23 MS. VOGEL: That's the end of our report. Thank  
24 you.

25 CHAIRMAN SOCKWELL: The Office of Planning report

1 would then be accepted into evidence. Is there someone -- let's  
2 see, do we have any questions on the Office of Planning report?

3 (No response.)

4 CHAIRMAN SOCKWELL: Would someone like to give the  
5 Advisory Neighborhood Commission report?

6 MR. ELLIOTT: Mr. Chairman, I would suggest it just  
7 be submitted for the record.

8 MS. PRUITT: So we can just read into the record.  
9 There were four -- there was a quorum, and it was a unanimous  
10 vote, four to zero. And then, there are four conditions that they  
11 are asking be included. I don't know if you want to discuss any  
12 of them directly or individually?

13 CHAIRMAN SOCKWELL: I believe that there is one  
14 issue, one condition that might want to be clarified, as soon as I  
15 can find it. Item number four in the Advisory Neighborhood  
16 Commission report is a request that the Board require that if  
17 George Washington University, Mount Vernon College uses any  
18 additional contiguous or non-contiguous property that is not  
19 included in this campus plan for functions related to the campus,  
20 such property shall be covered by an amendment to this campus  
21 plan.

22 Under the Section 210 of the Zoning Ordinance, DCMR  
23 11, are the requirements for universities with regard to their  
24 college campus plans. Such does not refer to those matter of  
25 right developments that would occur outside of the campus that are

1 not tied back into allocated campus sites.

2 So, that request would not be within the  
3 jurisdiction of this Board, as it is not empowered to modify the  
4 requirements of the zoning ordinance.

5 MR. GILREATH: Mr. Chairman, I concur with that.  
6 And I think that if, indeed, GW in the future wishes to submit  
7 application for some kind of addition of campus property off of  
8 that -- that come before us, we'll consider it on its own merits  
9 then, rather than use pre-determined language.

10 CHAIRMAN SOCKWELL: Yes. I agree. Thank you, Mr.  
11 Gilreath. All right. Then, assuming that persons in support  
12 takes care of persons in this room, and persons and parties in  
13 opposition includes no one present today, and that would be  
14 requesting that, are there any opponents in the room today who  
15 would like to speak?

16 (No response.)

17 CHAIRMAN SOCKWELL: Therefore, I would move toward  
18 closing remarks by the Applicant, so we can get on to the  
19 Christmas carols. (Laughter.)

20 MR. ELLIOTT: Mr. Sockwell?

21 CHAIRMAN SOCKWELL: Yes?

22 MR. ELLIOTT: Before you finish this, did you want  
23 each of the Parties, as Office of Planning suggested, to just run  
24 through this agreement?

25 CHAIRMAN SOCKWELL: Yeah. That would be a good

1 idea. To go ahead, and since I realize that you are in complete  
2 understanding and unison on those elements of the agreement, if  
3 you would like to take them in particular?

4 MR. ELLIOTT: Yes.

5 CHAIRMAN SOCKWELL: The ones that you feel most  
6 important. The ones that Ms. Dwyer feels are most important for  
7 her, too.

8 MR. ELLIOTT: Good. So this could considered the  
9 Parties in support, and I'll just take a minute. The draft  
10 conditions include a head count of 1,500 in addition to a 1,000  
11 full time equivalent cap.

12 That was carefully worked out. And in connection  
13 with that, as you know, this campus is going to have quite a few  
14 residents. And we, part of the compromise and settlement agree in  
15 1(b), which is now I guess 6(b) in the draft order, that each  
16 resident will count as one full time student.

17 I'll skip over the rest of the population cap  
18 provisions. I think they're self-explanatory. There is one other  
19 innovation there, which is that approximately fifty percent of the  
20 student should be resident. And there are some conditions of  
21 that. So, that's 6(d).

22 On the vehicular access point, much of this  
23 provision was written by GW, and accepted by us, which would be I  
24 guess 7(a). And we did add there that the Applicant shall use its  
25 best efforts to have visiting athletic teams and their supporters

1 use the Whitehaven entrance.

2 I think from the community point of view, most  
3 important there is 7(c). Where the philosophy of 7(c) was to have  
4 the University solve the problem at the W Street Gate, if there is  
5 one. And in that connection, it says that the University is  
6 responsible for managing traffic in and out of the campus, to  
7 minimize back-up on W Street. And to use on-campus traffic  
8 management techniques.

9 In writing this agreement, we did not end up asking  
10 the University to do ten specific things. Our philosophy on that  
11 was, they might do the ten things, and turn to us, and say, it  
12 didn't work, but we did what we're supposed to.

13 So that on the W Street back-up problem, we asked  
14 them to solve the problem, and leave to them to use techniques  
15 such as having a pooling area for cars. Bringing cars farther  
16 into the entrance. Using the visitor's parking lot at that gate.  
17 Whatever it takes to solve the problem.

18 And the last sentence also points out that if  
19 they're having a bit of an excess flow of visitors coming through  
20 W Street, that they could have them exit through the Whitehaven  
21 Entrance. The provision speaks for itself. I'm simply trying to  
22 explain that it addresses the question of cars pouring out onto  
23 the street by reasons of anything at W Street. And that includes  
24 late pick-up and drop-off of students there. There's a specific  
25 sentence on that, asking them to manage that on campus.

1           The landscaping provisions are in detail. And in  
2 addition, it's very important that the BZA attach to its order the  
3 four exhibits that were agreed. And I take it, Ms. Dwyer, you'll  
4 have some kind of reduced version of the landscaping plan that  
5 will fit nicely in the files of the BZA.

6           MS. DWYER: That will be unreadable, but --  
7 (Laughter.)

8           MR. ELLIOTT: Okay. But you also have on file  
9 already the letter agreement. Incidentally, we do not wish to  
10 have the letter agreement itself incorporated into the order. It  
11 does go into some other things that are beyond the BZA, such as  
12 our promise, and their promise not to take inconsistent positions  
13 in lawsuits.

14           So the letter really contemplates that the  
15 conditions would go into the order. Ms. Dwyer asked me about that  
16 just before the hearing, and I've thought that over. And I think  
17 it's best to have the conditions in the order. And then, the  
18 agreement is on file. We've both filed it with the BZA.

19           Is that acceptable, Ms. Dwyer?

20           MS. DWYER: Yes. It is.

21           MR. ELLIOTT: Then, going down to off-site parking.

22           This might be the most important provision, at least for many, in  
23 this plan. And there, I'm not covering everything here. But if  
24 you'll find in the agreement, which is paragraph 4(c) and in Ms.  
25 Dwyer's draft order it's 9(c), again there's a performance

1 standard.

2 The University shall require all its students,  
3 faculty, staff and vendors to park on campus. And prohibit, to  
4 the extent, maximum extent, to the extent permitted by law,  
5 parking on the streets adjacent to and surrounding the campus.

6 We went back and forth with specific plans. At one  
7 time we even asked them to adopt the 1996 AU-specific, it's five  
8 or six pages, and even includes a form that every student signs.  
9 And in the end, we backed off of that. In fact, it was about  
10 twenty minutes before signing that we just said, okay, let's take  
11 all those specifics out. We want you to get the job done.

12 And as you'll see, it then says, to accomplish  
13 these purposes, the University shall have in place a system of  
14 administrative actions, penalties, and fines for violations. We  
15 didn't say, you have to use \$250 fine, as AU does. Maybe \$100  
16 will do it.

17 We didn't say, you have to have every student sign  
18 a form. Maybe they can get by with regulations, and so forth.  
19 But what's contemplated here is that the University with ratchet  
20 upward to the point where this problem is solved.

21 In addition, the University expressed some concerns  
22 about whether they'd bump into some legal problems. They had one  
23 incident with the Second District Metropolitan Police, that they  
24 mentioned in testimony. We got into that, and they got to the  
25 bottom of that.

1           But that's -- we're going to leave that to the  
2 University to avoid, for instance, putting something on a third  
3 party's car that looks like a GW ticket that they have to pay. AU  
4 puts out sort of a notice-to-student on cars, and if it's a third  
5 party, they just say, I'm not a student, throw it away.

6           So we're confident that the University can solve  
7 this problem by adjusting and readjusting to the point where you  
8 just don't see those cars on the street. And that's what this  
9 provision calls for. They're going to have to do whatever it  
10 takes to do it.

11           They also -- we also had a provision that for  
12 larger events, the University will work with area institutions to  
13 provide additional parking.

14           Paragraph five, which is ten in the draft order,  
15 limits sound. And it speaks for itself again. After 7:00 p.m.,  
16 and defines what we're talking about in terms of sound  
17 amplification systems that have multiple components, and free-  
18 standing speakers. And there are some exceptions for an agreed  
19 amount of maximum number of special events.

20           There are provisions in the next section on  
21 lighting, which I won't take time with. And then finally, there  
22 are provisions for ongoing liaison meetings four times a year.  
23 And somewhere in this agreement is a provision that, going back to  
24 that parking off campus, that in the first two such meetings, the  
25 University with surface with the community any legal obstacles

1 that they are bumping into.

2 I will show you here quite a stack of back-and-  
3 forth on this. And as Ms. Wagner pointed out, what might -- it's  
4 a little like a law. You can't quite see what went into it when  
5 you read the final law. But there was a lot of thinking on all  
6 sides in the twenty hours of mediation sessions with Mr. Fisher,  
7 who did an excellent job.

8 Maybe another ten hours of meetings between the  
9 Parties with Mr. Fisher, talks back and forth between counsel, a  
10 lot went into this agreement. We gave a lot of ground. Prior to  
11 the first hearing we filed with you about forty-five conditions  
12 that we would like to see. I'd say we got about half of them.

13 And we're happy with that compromise. And we're  
14 very happy, if you allow us to, to have written our own conditions  
15 with the University, rather than Office of Planning, and Board  
16 staff, and so forth, work on that without us there. Because it's  
17 really better in any case, if you can settle, and get a known  
18 result, than to battle to the end, and then keep your fingers  
19 crossed, and hope for the best.

20 I do think that all four Members of the Board would  
21 have tried in their own ways to protect this community. And I  
22 could see that in your questioning. I think if you feel  
23 comfortable with it, you can defer to the Parties in this case.  
24 It's well thought out. I believe it will work, and they'll sure  
25 hear about it if it doesn't.

1 Thank you very much.

2 CHAIRMAN SOCKWELL: Thank you. I would think that  
3 the relationship that's been established between this community  
4 and the University is one that not only may be a landmark for  
5 future university - community relationships, but certainly would  
6 be an ongoing and continuous relationship that will provide both  
7 the community with immediate and direct access to future plans of  
8 the University.

9 And will provide the University with a relationship  
10 that will ensure that those plans are fairly well thought out  
11 before they become applications to this Board. And before they  
12 become points for antagonistic relationships between the community  
13 and the University.

14 So, this is really a good thing. And it also binds  
15 in the government process through the Office of Planning, and  
16 their excellent efforts in trying to force the community and the  
17 University together. When that did not seem to be an obvious  
18 outgrowth of these proceedings in the beginning, I think that that  
19 is something that will hold the District in a very good light for  
20 future planning efforts, and future community relationships.

21 Thank you for the --

22 MR. ELLIOTT: Mr. Sockwell, these settlements can  
23 indeed go forever. In the AU case, the settlement on parking only  
24 actually goes to the year 2006. I cannot imagine that university  
25 not going permanently with that.

1 About twenty-three years ago, I settled the Catreau  
2 case. In that settlement, at the Supreme Court, ruled that you  
3 could essentially bust public housing people into the white  
4 suburbs in an appropriate case. That settlement is still going  
5 after twenty-three years. Every year in Chicago, more people are  
6 going out under that. And I think that'll go forever.

7 This -- I believe very strongly in settling these  
8 types of land and housing disputes if you possibly can. Because  
9 you get the motivation and the good intentions going. If the BZA  
10 imposes a solution, I wouldn't be surprised if it doesn't work  
11 quite as well as if the Parties sign on. And indeed if our  
12 Mayor, as he did, signs that, that carries some weight, too.

13 Thank you very much.

14 CHAIRMAN SOCKWELL: Well, it certainly shows his  
15 interest in the process.

16 MS. DWYER: Mr. Chair, I have my closing remarks,  
17 if I may. And I wanted to say that on behalf of the University,  
18 they very much support the process that has been undergone in  
19 order to reach this agreement.

20 As you will see in the next few years, the  
21 University does have further processing cases that will implement  
22 this campus plan. It is very much in their interest to have a  
23 good working relationship with the community. And they feel that  
24 this agreement lays the cornerstone for that.

25 The quarterly meeting process ensures that there is

1 communication, a sharing of information. So we very much hope in  
2 all of the future cases to be coming to you with the support of  
3 this community.

4 I did want to point out that in the record there  
5 are many letters of support. I think our last count indicated  
6 seventy-five letters of support. In the interest of moving  
7 quickly today, we ask that none of the other supporters show up to  
8 testify, but they stand on what they've written in the record.

9 I also want to say on behalf of the University,  
10 well actually as counsel to the University, I wanted to  
11 acknowledge Gray Baxter, the Dean of the Mount Vernon campus, for  
12 her role in the mediation process. And she has thanked, as well,  
13 both Penny Pagano and Steve McClain for their efforts.

14 So those are the three that really brought this to  
15 fruition. And I'd like to just say on the record that it was  
16 their efforts that made sure that we were here today with a very  
17 happy result.

18 In light of the agreement, in light of the  
19 conditions that we've all agreed upon, and we've provided you with  
20 a copy of a summary order, I'd like to ask for a bench decision,  
21 and the issuance of the order as soon as possible. That would  
22 allow the University to implement all of the things it has agreed  
23 to in this campus plan.

24 And we're anxious to move forward as quickly as  
25 possible.

1 CHAIRMAN SOCKWELL: Thank you, Ms. Dwyer. It has  
2 been suggested that before we make a decision, that we break for a  
3 short period of time to discuss the special exception, and the  
4 elements of the case. And as Chair, I believe that that would be  
5 an appropriate thing for us to do.

6 Because a lot of this is a complete change from  
7 that which we expected coming in. And we are certainly very  
8 appreciative of that. But we need to caucus just to go over this.

9 And I think that we can do that. Since we're really running  
10 quite a bit ahead of schedule. (Laughter.) I believe that we can  
11 do this in fifteen, or twenty minutes at the most.

12 MS. PRUITT: Mr. Chair, prior to breaking, I just  
13 wanted to ask if the Board -- under the very first approval, I  
14 would suggest, because we've have this problem -- I mean,  
15 condition that the Board set a date, a month and a day certain to  
16 the expiration of this.

17 Right now, it just says through year 2010.

18 MS. DWYER: Twelve - thirty-one.

19 MS. PRUITT: Right. If you want -- I'd like a date  
20 specific so we won't have to go through this again. We've already  
21 been through it once. And I wanted to check with the Applicant if  
22 that was their intent.

23 MS. DWYER: That date would be fine with us.

24 MS. PRUITT: Okay. Thank you.

25 CHAIRMAN SOCKWELL: That sounds like a reasonable -

1 -

2 MS. PRUITT: And I would just also point out that  
3 the Board has in other campus plan cases granted bench decisions  
4 and summary orders. The Trinity College is the most recent campus  
5 plan case where that was done. Thank you.

6 CHAIRMAN SOCKWELL: All right. Then, I would  
7 recess the meeting for fifteen to twenty minutes. We should be  
8 back at approximately five 'till eleven.

9 (Whereupon, the hearing was recessed from 10:35  
10 a.m. until 11:05 a.m.)

11 CHAIRMAN SOCKWELL: I call the meeting back to  
12 order. And we will have a few questions for the Applicant, and  
13 for the co-applicant -- applicant-friend.

14 Carol Mitten, you had a -- ?

15 MS. MITTEN: I just wanted a clarification, Ms.  
16 Dwyer. I understood you to say that you would submit a revised  
17 campus plan? Sort of a self-contained document?

18 MS. DWYER: Yes. We will do that.

19 MS. MITTEN: Okay. That's great. Thank you.

20 CHAIRMAN SOCKWELL: Okay. With regard to the  
21 Advisory Neighborhood Commission report, to which this Board gives  
22 great weight, it is necessary that we clarify specifically a  
23 couple of things. And that is, in item three, the Advisory  
24 Neighborhood Commission requested that the Board attach the  
25 December 9th agreement to the decision.

1           And we have established that the agreement being  
2 attached might create some discontinuity, and therefore would not  
3 be bound into the agreement. But that the four exhibits would be  
4 included in the order.

5           Also, in number four of the Advisory Neighborhood  
6 Commission's letter, the request regarding the use of continuous  
7 or non-contiguous additional property having to be covered by an  
8 amendment to the campus plan was determined not to be within the  
9 jurisdiction of this Board to do.

10          Therefore, that will not occur.

11           Aside from those two request items, which have been  
12 handled, the Advisory Neighborhood Commission's letter of support  
13 is entered into the record without any other comments.

14           MS. MITTEN: Mr. Chair, if I could just clarify. I  
15 think when you were referring to number three on the ANC report,  
16 while I think you were correct that we wouldn't bind in the  
17 agreement, it was the conditions and the four exhibits that would  
18 be --

19           CHAIRMAN SOCKWELL: Right. Yes. I didn't mean not  
20 to include the conditions. I was just speaking to the fact that  
21 it was emphasized that the four exhibits would be added. That was  
22 -- okay.

23           All right. Then, I guess we would proceed to  
24 looking at the application for special exception. And let me just  
25 look for one document. (Pause.) The application, pursuant to

1 Sections 3108 of the Zoning Regulations of the District of  
2 Columbia, for the following.

3 Approval of the updated campus plan for the George  
4 Washington University, Mount Vernon Campus, and further processing  
5 under the updated plan to allow for, one, construction of an  
6 addition to Summers Hall to provide additional dormitory space,  
7 two, construction of a softball field on the southeast corner of  
8 the campus, and three, re-construction of an existing tennis court  
9 to include underground storage, athletic support space, and  
10 parking spaces for 175 cars, which is provided for by Section 210  
11 of the Zoning Regulation. Premises affected, 2100 Foxhall Road,  
12 Northwest.

13 MS. VOGEL: Could I add in there that the -- also  
14 the re-alignment of the soccer and lacrosse field.

15 CHAIRMAN SOCKWELL: Okay. And to include re-  
16 alignment of the soccer - lacrosse field. That's Lot 850, Square  
17 1374.

18 With regard to Section 3108 of the ordinance, now  
19 numbered Section 3104.1, the special exception in the judgment of  
20 the Board would have to be in harmony with the general purpose and  
21 intent of the zoning regulations and zoning maps.

22 It appears from the testimony given, the agreement  
23 that has been made, that this special exception will be in harmony  
24 with the general purpose and intent of the zoning regulations and  
25 zoning maps. That the extent of construction is 0.49 FAR.

1 Maximum construction allowable on the site, I believe is 1.8 FAR.

2 Significantly below that requirement, or that maximum.

3 That the elements to be provided will not present  
4 any visual negative effects to the surround community. And as far  
5 as adverse use of neighboring property, in accordance with the  
6 Zoning Regulations, and map. In this case, any adverse effects  
7 have been moderated, or are proposed to be moderated under the  
8 agreement between the Applicant and the community's  
9 representative.

10 Namely, the Neighborhood Alliance, in particular as  
11 Party, and having been accepted by the Advisory Neighborhood  
12 Commission, that the elements of effect that will be the resultant  
13 of the construction and the changes on the campus will be looked  
14 into by the University under the agreement, will be worked with  
15 the participation of the community under the agreement.

16 And any negative effects will be those that cannot  
17 be effectively eliminated completely by the joint actions of the  
18 University with the community's participation in the process.

19 There are certain things that we cannot guarantee,  
20 because there are certain things that have to be tried, tested,  
21 and proven to work. And that is part of the agreement process.  
22 That the neighborhood and the University are both aware that there  
23 is an element of uncertainty as to certain things, achieving  
24 certain goals.

25 But those goals will be approached with the

1 cooperation of both parties. And hopefully, the Department of  
2 Public Works of the District of Columbia government will provide  
3 the signalization, and other public space elements in a timely  
4 fashion.

5 The Board is prepared to represent to the  
6 Department of Public Works that those things be done according to  
7 the agreement that has been presented, in a timely fashion, so  
8 that we don't have the community waiting for something that has  
9 been promised, because of some unnecessary red tape, or just  
10 administrative delays.

11 And to that effect, the Board will represent itself  
12 to the Department of Public Works as a proponent of those items.

13 I see no adverse effects to the neighborhood that  
14 have not been dealt with in an effective manner with regard to the  
15 agreement. And therefore, I believe that with regard to Section  
16 3104, special exceptions, this Applicant has met the burdens  
17 imposed upon it, and thankfully so with the full support of the  
18 community.

19 With regard to Campus Plan's Section 210, the  
20 campus plan process having been followed, I do not believe that  
21 there are any issues under colleges and universities that have not  
22 been effectively dealt with.

23 There are no problems with bulk, with FAR. This is  
24 not an off-campus use of land. The uses are not likely to cause  
25 any objectionable noise, traffic, or student problems that have

1 not been dealt with in the agreement between Parties.

2 And therefore, I believe that the campus plan  
3 aspect of this is in compliance with the requirements of the  
4 ordinance.

5 Any other questions by Board Members with regard to  
6 this?

7 (No response.)

8 CHAIRMAN SOCKWELL: And I believe that we can  
9 proceed from this point to vote on this for a summary order. And  
10 I will accept a motion.

11 MS. MITTEN: I move that with -- we have a summary  
12 order before us. And I move that the summary order be approved,  
13 with the single modification that was mentioned before our break.

14 That number one under -- on the first page, which now reads  
15 approval of the campus plan shall be through the year 2010, the  
16 words "the year" be removed, and "December 31st" be added.

17 MR. GILREATH: Mr. Chairman, I second the motion.  
18 And I would like to observe that I think this is a remarkable  
19 reconciliation of views, and certainly provide an example for  
20 other groups to follow.

21 I think we've given great weight to the citizens'  
22 concerns, and so forth, and the agreement they've reached,  
23 certainly -- I think we should not forget that the other player in  
24 this is the Applicant.

25 And that to my mind, the University and the

1 citizens have reached a reasonable agreement whereby the  
2 University can still function and carry out its responsibilities.

3 So this, the reasonableness of this is, I think, extraordinary  
4 and commendable. And I certainly gladly support the motion, the  
5 application.

6 CHAIRMAN SOCKWELL: Thank you. I think that the  
7 attorneys representing the two parties have shown a great deal of  
8 restraint, and certainly have been extraordinarily professional in  
9 the delivery of their cases. And their ability to attempt to work  
10 together with the proponents, and opponents, their constituents in  
11 this matter. You cannot ask for much more than this.

12 We have a motion. It has been seconded. All in  
13 favor of this motion, say aye.

14 (Ayes.)

15 CHAIRMAN SOCKWELL: Any opposed?

16 MR. GILREATH: Mr. Chairman, did the Chairman offer  
17 a proxy vote -- ?

18 CHAIRMAN SOCKWELL: Oh, yes -- okay. We have a  
19 quorum. So, the vote should be representative, three to zero.

20 MS. PRUITT: Staff will record the vote as three to  
21 zero, made by Mrs. Mitten, and seconded by Mr. Gilreath. And a  
22 summary order to be issued.

23 CHAIRMAN SOCKWELL: All right. Now that we have  
24 that out of the way, Ms. Dwyer?

25 MS. DWYER: Thank you very much. And we're

1 prepared to sing "Joy to the World".

2 CHAIRMAN SOCKWELL: Definitely.

3 MS. DWYER: Thank you again.

4 CHAIRMAN SOCKWELL: Anyway, thank you, all for your  
5 participation in this hearing process. And thank you very much  
6 for the understanding of the community, of the University, and the  
7 professional manner in which this hearing has been conducted under  
8 what I think are started out to be very contentious circumstances.

9  
10 And what certainly has turned out to be a landmark  
11 of cooperation, hopefully to continue between two of the Parties  
12 for a long time to come. So that next time you come in singing  
13 Christmas carols together. And thank you again. Everyone have a  
14 very happy holiday season.

15 (Whereupon, the public hearing was adjourned at  
16 11:20 a.m.)

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