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 7/26/90
Draft- not approved by ANC.

MINUTES OF THE JULY 25, 1990, MEETING
 OF THE DUPONT CIRCLE ANC (ANC 2-B)

The Dupont Circle ANC held a regularly scheduled meeting on Wednesday, July 25, 1990, at 7:30 p.m. at St. Thomas Church. Commissioners Moses, Rieffel, Bass, Maggi, and Grandis were present; commissioners Evans and Gaugler was absent. In the absence of the chairman, Mr. Evans, the vice-chairman, Mr. Bass, chaired the meeting.

1. Vice chairman Bass convened the meeting at 7:30 p.m. Sgt. Ford of the 3rd District Police presented a report on crime in the area. He was unaware of the double homicide stabbing that had taken place in Dupont Circle on Sunday, July 22, and the ANC asked him to report back at the next meeting he attends. (The Park Service has jurisdiction over all offenses but deaths in the park, but the 3rd District has jurisdiction over deaths.) In addition, the commissioners agreed to instruct the chairman to send a letter to the Park Police concerning the double homicide on July 22 at Dupont Circle, asking them to account for their failure to enforce the laws of the District of Columbia that prohibit the public consumption of alcohol, noting that large quantities of alcohol are openly consumed daily in the Circle, that violence is the inevitable result, and inviting them to attend a meeting of the ANC to discuss this and other issues.

2. At the public forum, a citizen raised concerns about strong odors emanating from the public restrooms at Dupont Circle across from Peoples Drugs, near the shrubs and bus stop.

3. The vice-chairman presented a letter of commendation to Roger Doughty.

4. Mrs. Rieffel moved, and Mr. Maggi seconded, a motion to approve the minutes of the last meeting. The motion was approved unanimously.

5. Under commissioners' reports, Mr. Grandis raised concerns about drug activity and a suspected crack house in his SMD. Mrs. Rieffel noted that a voluntary agreement had been reached between Fox and Hounds and nearby residents. Mr. Bass notice that the Jewish Community Center and the city will announce at a press conference soon that they have signed a purchase contract for the repurchase of the building at 16th and Q. The other commissioners commended Mr. Bass for his hard work on this project.

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6. Staff coordinator Nancy Melville presented a staff coordinator's report, announcing a rally to oppose Riggs on July 26 and the availability of temporary jobs monitoring taxi regulation violations.

7. Under old business, Mr. Bass presented a proposed voluntary agreement between the ANC and the Royal Palace. It was agreed to add a provision concerning the recording of the covenant with the deed. Mrs. Rieffel moved approval, and Ms. Moses seconded the motion, which was approved with all commissioners voting in favor except Mr. Maggi, who voted in opposition.

[NEED THE VOLUNTARY AGREEMENT FROM DENNIS BASS.]

8. Mr. David Fitch, a Principal with IBG Developers, presented a revised plan for 22 and N Streets, N.W. These revisions are the culmination of many hours of work with neighborhood groups and has the general support of neighborhood groups.

Mr. Maggi moved, and Mrs. Rieffel seconded, a motion that

NEED COPY OF THE MOTION FROM DAVID MAGGI.

The commissioners agreed to add to the motion a statement that the Zoning Commission should delay the decision to allow the project until they have come up with a plan and may change compatible with the plan, and supporting a map change by the Zoning Commission at the lowest level consistent with the height reflected in this motion.

The motion was approved, with all commissioners voting in favor except Mr. Grandis, who abstained.

9. Architects and a lawyer for a proposed project at 18th and R Streets presented a revised proposal for that location.

Mr. Grandis moved, and Ms. Moses seconded a motion supporting this proposal contingent on the building being within the matter-of-right limits. If it is within matter-of-right, the ANC supports the conceptual design with modifications suggested by the Dupont Circle Conservancy concerning the facade materials with the agreement that if there is any way in which the building can be designed so as not to abut contiguous buildings, that should be done. In addition, the ANC is concerned about parking and requests the owner to acknowledge in writing that there will be no illegal use such as parking on public space in the driveway area. In addition, the owner is to agree to maintain the public space for 30 years as similarly as

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possible to its present design, and is to provide a written commitment that the units will be sold solely as residential long term units, not as furnished apartments, and that covenants to that effect will be included in the initial deeds. The motion was approved, with all commissioners voting in favor.

10. Mrs. Rieffel moved, and Ms. Moses seconded, a motion to approve the quarterly report, which was passed unanimously.

The meeting was adjourned at 10:30 p.m.

Respectfully submitted,

Alaire Bretz Rieffel
Recording Secretary

Motion by David Maggi, seconded by Alaire Rieffel

That the ANC 2B give qualified approval to the revised design for a planned unit development at 22nd & N St., NW.

The ANC commends the developers, IBG and Citistate, Inc., for working with community groups to address the important concerns of the residents of that area. We are supportive of the following aspects of the proposal:

1. Height. The building height on 22nd Street is limited to 45 feet, which is consistent with the other residential buildings in that block and across the street. The total height of the building is 72 feet, which will make a reasonable transition between the 90 foot buildings south of N Street and the buildings north of the site (Georgetown Overlook). It is also consistent with the height of the building planned to be built west of 23rd Street.

2. Commercial uses. If the proposal as amended provides for no retail use of the new part of the building (identified at Phase I of the project), use will be limited to residential offices (with clinic use barred), this is consistent with our desire to keep the area north of N St. residential.

3. Amenities. The amenities package will aid the community through improvements to the park on 23rd Street, providing additional parking beyond what is required by law. In addition, rehabilitation of the historic landmark building at 2225 N Street will be a significant benefit to the community.

However, the ANC opposes the proposed changes to 2225 N Street as apparently inconsistent with the landmark status granted to that building. The proposal to allow retail use in the building is also inconsistent with the needs of the community and our consistently expressed view that commercial use not be permitted on the north side of N Street.

Therefore, the ANC supports the proposal, including the request to build in 2 phases, provided that:

1. the project be amended to provide for the rehabilitation of 2225 N Street with no significant alterations in its structure and the uses limited to those permitted of the building on the rest of the site, or

2. ANC 2B be presented with and approve any change to 2225 N Street, which is consistent with its landmark status and the needs and wishes of the community, and

3. the applicant IBG/Citistate, or any of its agents or assignees take no action to:

a) have the historic landmark status of the building at 2225 N Street rescinded, or

b) demolish the building at 2225 N Street, or

c) make any alterations to the building which are inconsistent with its landmark status.

The ANC further supports a map change by the Zoning Commission at the lowest level which is consistent with the height and residential and professional office uses supported by this motion.

The ANC authorizes its chair and any other Commissioner he designates to represent the ANC before the Zoning Commission consistent with this motion.

VOLUNTARY AGREEMENT

This Voluntary Agreement entered into this _____ day of August, 1990, by and between Fabwill, Inc., t/a Royal Palace (hereinafter referred to as Applicant), and Dupont Circle Advisory Neighborhood Commission 2B (hereinafter referred to as Protestant), pursuant to 35 DCR No. 26, Section 1513:

WHEREAS, Applicant's application (#08225) for a Class "CN" Retailer's License at premises 1805 Connecticut Avenue, N.W. is pending before the District of Columbia Alcoholic Beverage Control Board (hereinafter referred to as the Board); and

WHEREAS, Dupont Circle Advisory Neighborhood Commission 2B is recognized by the Board as a protestant in said case; and

WHEREAS, the Applicant and Protestant, mutually desiring to resolve said protest, have explored possible solutions;

NOW THEREFORE, Applicant and Protestant set forth their mutual agreement, as follows, and request that the Board approve and incorporate the text of this Voluntary Agreement in its order:

1) Protestant hereby agrees to withdraw its motion in opposition to Applicant's Class "CN" Retailer's License, application #08225.

2) Applicant hereby agrees that it will not, for either the existing establishment or any other located in the building at premises 1805 Connecticut Avenue, N.W., seek a new or renewal Retailer's License Class CN, CX, DN, or DX whose effect would extend beyond December 31, 1994, nor will it permit dancing, performances, or services of any kind to be performed in the nude or semi-nude after December 31, 1994. Applicant further agrees that it will prohibit by lease any lessee of said establishment or building from applying for a Retailer's License Class CN, CX, DN, or DX, and it will prohibit by lease any lessee from providing dancing, performances, or services of any kind that are performed in the nude or semi-nude. Applicant further agrees that if it sells or otherwise disposes of either the said establishment or the said building, any existing Retailer's License in effect will immediately terminate, and it will covenant in any sale, disposition, or lease of the establishment or building that no Retailer's License Class CN, CX, DN, or DX may be applied for, and it will further covenant that no dancing, performances, or services of any kind performed in the nude or semi-nude may be provided in the said establishment or the said building.

3) Applicant agrees that, until the expiration of its Class "CN" Retailer's License (no later than December 31, 1994), it will not display any words, advertisement, notice, reproduction, image, drawing, or picture of any kind on any subject (except as required by law) either a) directly on the exterior walls, doors, or roof at 1805 Connecticut Avenue, N.W., or b) attached to or adjacent to the exterior walls, doors, or roof of the said building, or c) on the public sidewalk or any other public or private buildings or land adjacent to the said building, or d) in any internal area of the building (such as windows) which can be seen from outside the said building; and that any such existing displays, as defined above, will be removed within one month of approval of this agreement by the Board. Applicant further agrees it will not permit any such displays, as defined above, by any lessee or occupant of said building.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Dupont Circle Advisory Neighborhood
Commission 2B

Date

Fabwill, Inc., t/a Royal Palace

Date

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