AFRICAN COMMUNITY CENTER, INC.
39 NEW YORK AVENUE, N.E., SECOND FLOOR, WASHINGTON, D.C. 20002 (202) 289-8005

February 19, 2002

RECEIVED
D.C. OFFICE OF ZONING
2002 FEB 21 PM 12:18

GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENTS
441 4TH STREET, N.W., SUITE 210-S
WASHINGTON, D.C. 20001

RE: APPLICATION OF 33 NEW YORK AVE. LLC FOR PARKING VARIANCE, BZA NO. 16785

Dear Gentlepeople,

Since our last appearance before this honorable board on January 15, 2002, we have attempted to comply with the Boards requirement for approval of the above referenced application.

First, on or about January 17, 2002 at the meeting of the neighborhood advisory committee 6A, the full committee supported unopposed our application before the board. However, we have yet to receive a copy and or correspondence to that effect from the committee but a fax from Mr. Daniel M. Pernell, III in concurring with our statement above. Attached hereto as exhibit A, is a copy of said fax and pray to be made a part thereof.

Second, on or about Friday February 1, 2002 we met with Mr. Arthur Jackson, Jr. of the Office of Planning together with Mr. Lewis Booker of the Department of Public Works and Officer Steven Brown of the Metropolitan Police Department, First District at 39 New York Avenue (the subject address). Thereafter, the entire area was inspected both

BZA
Case No. 16785
Exhibit No. 37

Board of Zoning Adjustment
District of Columbia
CASE NO.16785
EXHIBIT NO.37

Officer Brown and Mr. Booker expressed their willingness to support our application before the board on the condition that a lease for the parking is produced from the Skylark Lounge.

On or about February 12, 2002 African Community Center entered into a 5 years Sub-lease Agreement with Skylark Lounge, since the said is the lessee of the parking lot together with 33 New York Avenue, N.E. Enclosed herewith as exhibit B and pray to be made a part hereof is a copy of the Sub-lease Agreement. We have yet to receive any written and or official approval from both Department of Public Works and Metropolitan Police Department, however, we do belief their oral comments at the above referenced meeting.

Accordingly, Mr. Jackson of the Office of Planning seems to have had a change of mind and decided to support our application before this Board. Hence, we hope in anticipation that the Board will be just and grant the relief prayed for.

Respectfully submitted



Tao Eniola, Director of Operation
African Community Center, Inc.

★ ★ ★ **District of Columbia Government**
SMD Commissioner, Daniel M. Ferrell, III
ADVISORY NEIGHBORHOOD COMMISSION 6A
1132 4th., Street, N.E. Washington, D.C. 20002
Office: 202 547-5175 * Fax: 202 544-4874

FACSIMILE MEMORANDUM

Month: Feb **Day:** 1 **Year:** 02

NAME: Afr. Am Community Center, INC.
COMPANY( ) ORGANIZATION(—) DC AGENCY( )

CONTACT PERSON: MR. Bundy Phone #(202) 1

FORWARDING FAX NUMBER: (202) 829 / ~~0838~~ 8288. # OF PAGES FAXED(4).
AREA CODE/ PHONE#

Summaries of Report:

MR. Francis Bundy on January 17, 02 Re ANC 6A Rediff Meeting and voted to Support your application #16985 and Re motion Forward By SMD Comm Reeves and Second By Comm. Ferrell. There were NO opposition.

Dr

Minutes of that meeting are being Sign.

A copy of SMD Commissioner, Daniel M. Ferrell finding of facts can be obtained in the ANC 6A Commission Office

District Of Columbia Government
ADVISORY NEIGHBORHOOD COMMISSION 6A
Single Member District Commissioner, *Daniel M. Pernell, III 6A02*
1132 4Th., Street, NE Washington, D. C. 20002
Office 202 547-5175 * Fax 202 544-4874

January 03, 2002

District of Columbia Government
Board of Zoning and Adjustment
Attention Jerrily R. Kress, FAI
441 Fourth Street, N.W. Suite 200
Washington, D.C. 20001

In Reference to BZA Application # 16785. For Francis Bundu / Requesting a variance at premises at 39 New York. Avenue N. E. on the second floor. At lot 18, in Square 671, Zoned C-M-1. Pursuant to Section DC MR. Title 11 Section 3103.2 zoning regulation of the District of Columbia in a C-3-C zoning.

Mrs. Kress and Members of the BZA Board:

This applicant proposed use to have a Public Hall for weekend use (only) for engagements, meetings and birthdays events, etc. Came before this ANC 6A Zoning and Licensing Subcommittee on December 12. 2001 and Commissioner, Gregory J. Ferrell chaired the procedurals.

Seven members of the ANC 6A Z And L Subcommittee was in attended of the presentation of Mr. Francis Bundu. Chairman Ferrell allowed me as the single member district ANC to introduce the applicant and ask questions and then the Chairman allowed other commissioners to do the same.

One of my main concerns as the single member commissioner was parking. The Public Hall proposed use in a C-M-1 zone District needed to provide proof of off-street parking. (1) For each 10 seats of occupancy capacity for first 10,000 seats, plus (1) for each 20 seats above the first 10,000.. During the December 12. meeting Mr. Bundu presentation his proof of parking agreement with Mr. Bobby Bell of Skylark Lounge. The term of the parking agreement is for Fridays, Saturdays, and Sundays between the hours of 5:00 p.m. to 12:00 a.m. each day. After hearing all I made the motion to support the applicant and the motion was second by Commissioner Ferrell. Commissioner. Ferrell called the vote and the vote was unanimously and no opposition

Chairman Ferrell informed all applicants before him that they needed to attend the ANC 6A meeting of the whole on January 3, 2002, for full approval. Unfortunately, the meeting of the whole was cancel because the ANC 6A did not have a permit from DC Property Management for that day, to hold a meeting. I do believe when Commissioner Ferrell makes his report to the ANC 6A of the whole in the next (7) seven to (14) fourteen days the vote for Public Hall will be approved by those present. As the SMD Commissioner I am aware that this applicant is do before the BZA on January 17, 2002. Therefore, I give my support and I am satisfied with the parking agreement between Skylark Lounge as long, as the Public Hall conducts its events only on Fridays Saturdays, and Sundays between the hours of 5:00 p.m. to 12:00 a.m. Constituents of my SMD have been informed.

Sincerely:

Daniel M. Pernell, III

Commissioner the District of Columbia
Commissioner, *Daniel M. Pernell, III*

CC: Chairman of the ANC 6A
Chairman of the Z & L
ANC 6A Members

Exhibit "B"

SKYLARK LOUNGE
1943 NEW YORK AVENUE, N.E. WASHINGTON D.C. 20002

SUB-LEASE AGREEMENT

This sublease agreement, made this 12th day of February, 2002, by and between Skylark Lounge the lessee of 33 New York Avenue, N.E. with the parkings to said properties, hereinafter the sub-lessor, and Francis Bundu and the African Community Center, Inc., of 39 New York Avenue, NE. 2nd floor, hereinafter the sub-lessee. The sub-lessor hereby leased to the sub-lessee the total of seven (7) parking spaces belonging to the sub-lessor for the purposes of parking for his guests from 4:00 p.m. Fridays to 12:00 p.m. (midnight) Sundays.

TERM: The term of said sub-lease shall be five (5) years commencing on the 15th day of February, 2002, to be fully and completely ended on the 30th day of January 2007.

That the sub-lessee will at the end of said term, deliver up the parkings in like good order in which they are now, ordinary wear and tear and casualties by fire only excepted, to the sub-lessor, who shall and may there upon take possession of the parking spaces. Sub-lessee shall desire to continue in possession after the end of the term, the sub lessee shall give sixty (60) days notice in writing before the end of the term to the sub-lessor that sub-lessee desires to continue in possession. In the event that no notice is given by the sub-lessee, by virtue of this agreement, becomes a sub-lessee on a month to month basis. Sub-lessee hereby expressly waived the thirty (30) days to quit after the expiration of the term of this sublease agreement.

The sub-lessee shall use the parking spaces for the demised premises for executive and general meetings and for no other purposes whatsoever, and will not sublet nor assign the parkings or any part thereof, or transfer possession thereof to any person or persons nor carry on any business there in, except as herein before stated without the

written consent of the sub-lessor. The sub-lessee will do no act or make any changes in the parking lot to increase the rate of fire insurance beyond that of an ordinary risk or make any alterations without written consent of the sub-lessor.

The sub-lessee agrees not to do or permit to be done any act that will obstruct and or interfere with the rights of other or in any way injure or annoy others.

The sub-lessee further agrees to conform to all rules and regulations made or hereafter to be made by the Landlord for the good order and management of the buildings and the parking lot.

It is further understood that this said sub-lease is executed with the understanding and belief that sub-lessor will give notice to the sub lessee if he intends to vacate at the end of its lease term, but should sub-lessor intends to the sub-lessor will try all its best effort with the landlord for the sub-lessee to remain and become the lessee of the parking spaces. Should he fails in this effort the sub-lessor shall not be liable for damages of any king.

All notices required or desired to be given hereunder by either party to the other shall be given in writing, and shall be addressed as follows:

If to Sub-lessee:

Francis J. Bundu
African Community Center, Inc.
39 New York Avenue, N.E. 2nd floor
Washington DC. 20002

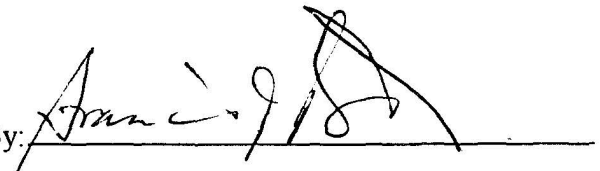
If to Sub-lessor:

Skylark Lounge
1943 New York Avenue N.E.
Washington DC. 20002.
Attn: Bobby Bell.

IN TESTIMONY WHEREOF, on the day and year first herein above written, the sub-lessor and sub-lessee have duly executed this agreement as witness their hands and signature affixed hereto:

By: 

Bobby Bell for Skylark Lounge
Sub-Lessor

By: 

Francis Bundu, African Community Center, Inc.
Sub-Lessee.