GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF PLANNING

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Office of the Director

MEMORANDUM

TO: Board of Zoning Adjustment

FROM: JLS for
Andrew Altman
Director

DATE: JLS
February 21, 2002

SUBJECT: BZA Application 16785 – Supplement II

APPLICATION
Francis J. Bundu, President of the African Community Center, Inc., originally requested a 100% variance from a parking requirement under Section 2101, pursuant to Section 3104.1 under Title 11 of the District of Columbia Municipal Regulations (DCMR), Zoning, to allow the establishment of a "public hall" use in an existing second floor meeting room on property located at 39 New York Avenue, N.E.

SUMMARY RECOMMENDATION
Department of Transportation and Metropolitan Police Department comments on the applicant's revised proposal are expected prior to the Board of Zoning Adjustment (BZA) decision meeting on March 5, 2002. OP will present a recommendation during that meeting based in part on these comments.

ADDITIONAL INFORMATION
Since the BZA meeting on January 15, 2002, the applicant has accomplished the following:

- **Received approval from Advisory Neighborhood Commission (ANC) 6A:** Daniel Pernell III, Single District Representative, stated that the ANC recommended approval of this application during its regular meeting on January 15, 2002. A recommendation letter will be forwarded to the BZA;
- **Secured more direct access to on-street parking along N Street, N.E.:** The applicant now has keys to the gates on both sides of the nearby Skylark Lounge parking lot to allow visitors to travel between the public hall (community center) entrance on New York Avenue, N.E., and parking along N Street, N.E. (please refer to Attachment 1);
- **Leased a nearby parking facility:** The applicant signed a five-year lease (beginning on February 15, 2002) for the seven spaces in the Lounge parking lot, thereby gaining control of this lot from Friday at 4:00 p.m. to midnight Sunday (Attachment 2).

BZA
Case No. 16785
Exhibit No. 38

Board of Zoning Adjustment
District of Columbia
CASE NO.16785
EXHIBIT NO.38

- **Presented a revised proposal to concerned agencies**: The applicant met with OP, Department of Public Works, and Metropolitan Police Department personnel on-site to explain their revised proposal.

FURTHER ANALYSIS

OP staff feels that the applicant has attempted to address all the outstanding issues. The Department of Public Works (DPW) Transportation Policy & Planning Administration and Metropolitan Police Department (MPD) were asked to reconsider their negative recommendations based on the above. Once the DPW response is received, it will be referred to MPD for similar consideration. Although neither response has been received, OP expects agency comments prior to the meeting on March 5, 2002.

RECOMMENDATION

The Office of Planning will consider the agency responses before making a final decision. As a result, staff will present its recommendation during the meeting on March 5, 2002.

Attachment: Exhibit 1 Property Aerial Showing Zoning
Exhibit 2 Skylark Lounge sub-lease agreement dated February 12, 2002

AA/afj



Property Maps and data maintained by:
Government of the District of Columbia
Office of Tax and Revenue
941 North Capitol Street, NE
Washington, D.C. 20002

BZA Application No. 16785
93 New York Avenue, N.E.

100 0 100 Feet

N

Prepared on: October 31, 2001

Exhibit 1

Exhibit 2

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.