

FORM 129 – ADVISORY NEIGHBORHOOD COMMISSION (ANC) REPORT

Before completing this form, please review the instructions on the reverse side.

Pursuant to Subtitle Z § 406.2 and Subtitle Y § 406.2 of Title 11 DCMR Zoning Regulations, the written report of the Advisory Neighborhood Commission (ANC) shall contain the following information:

IDENTIFICATION OF APPEAL, PETITION, OR APPLICATION:

Case No.:	20806	Case Name:	1016 Rhode Island Ave.
Address or Square/Lot(s) of Property:	Sq. 3877 / Lot 55		
Relief Requested:	Special Exception U-421		

ANC MEETING INFORMATION

Date of ANC Public Meeting:	11/3/2022	Was proper notice given?:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Description of how notice was given:	Notice posted on rafaranc.com		

Number of members that constitutes a quorum:	3	Number of members present at the meeting:	4
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MATERIAL SUBSTANCE


The issues and concerns of the ANC about the appeal, petition, or application as related to the standards of the Zoning Regulations against which the appeal, petition, or application must be judged (a separate sheet of paper may be used):

Stormwater drainage

The recommendation, if any, of the ANC as to the disposition of the appeal, petition, or application (a separate sheet of paper may be used):

The Commission incorporates by reference of the SMD 5884 as part of its decision in this case (see attached CMA).

AUTHORIZATION

ANC	5B	Recorded vote on the motion to adopt the report (i.e. 4-1-1):	4-0-0
Name of the person authorized by the ANC to present the report:	Ba Amin, Commissioner 5804		
Name of the Chairperson or Vice-Chairperson authorized to sign the report:	Ursula Higgins		
Signature of Chairperson/ Vice-Chairperson:		Date:	11/13/2022

ANY APPLICATION THAT IS FOUND TO BE INCOMPLETE MAY NOT BE ACCORDED "GREAT WEIGHT" PURSUANT TO
11 DCMR SUBTITLE Z § 406 AND SUBTITLE Y § 406

CONSTRUCTION MANAGEMENT AGREEMENT

This CONSTRUCTION MANAGEMENT AGREEMENT (this "Agreement") is made as this 13 day of Nov. 2022 by and between GOJO INC (1016 Owner), and Advisory Neighborhood Commission 5B ("ANC 5B") (hereinafter collectively referred to as the "Parties").

RECITALS:

Recital No. 1. 1016 Owner is owner of the property located at 1016 Rhode Island Ave, NE, Washington DC 20018 (Square 3871, Lot 0055) (the "Subject Property").

Recital No. 2. 1016 Owner is proposing to raze the existing single-family dwelling and construct a new, 7-unit multi-family building (the "Project"), requiring relief from the Board of Zoning Adjustment ("BZA"). The Applicant is pursuing this relief via an Application for special exception in BZA Case No. 20806. The Subject Property is located in ANC 5B and the 1016 Owner seeks a resolution in support from the ANC.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. ANC Project Requests: 1016 Owner has updated the plans to reflect requests from the community, including:
 - a. Permeable Pavement
 - b. Bicycle Rack
 - c. One-Year Bike-Share Pass per Unit

2. **Construction Activity.** 1016 Owner shall use its best efforts to ensure that all its contractors and subcontractors will comply with all applicable District of Columbia Municipal Regulations applicable to hours of work, noise, dirt, trash, and public health and safety. A

portable construction toilet will be provided on the premises before ground-break. Ground break is anticipated to occur in Spring 2023.

3. Permits. **1016 Owner** will secure all permits required to complete the Project, including all storm water management permits and tree removal permits. All plans and permits will be on-site as required under the DC Construction Code.
4. Protection of Adjacent Properties. **1016 Owner** is responsible for adhering to all IBC codes referring to protection of adjoining property, specifically, but not limited to, Chapter 33 Section 3307.1, and for any damage to the Adjacent Property caused by the construction of the Project.
5. Cleanliness. **1016 Owner** will remove rubbish and construction debris continuously during the construction period during the normal construction. In addition, Applicant or a representative on behalf of the applicant will monitor the construction site daily to ensure cleanliness. Dust and debris will be removed from the Subject Property on an as needed basis.
6. Contractors and Subcontractors. **1016 Owner** will require that all contractors and subcontractors be contractually required to follow the terms of, and comply with, the policies set forth in the CMA.
7. Hours of Construction: **1016 Owner** agrees to conduct all construction operations on the Property from Monday through Friday from 7:00 a.m. until 7:00 p.m., and Saturday from 8:00 a.m. until 5:00 p.m.
8. Communication. **1016 Owner** will provide to ANC 5B the cell phone number and email of the project manager for the Project. **ANC 5B** may call this number during business hours, 7:00 am until 7:00 pm seven days a week, to notify the project manager of any

issues or concerns with the Project. 1016 Owner will cause the project manager or others to address any such issues promptly.

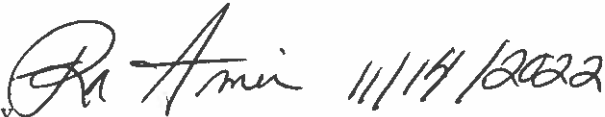
9. Amendment. Modifications, waivers and consents regarding this Agreement shall only be binding if in writing and signed by the party against whom such modification, waiver or consent is sought to be enforced.
10. Notices. All notices and other communications hereunder shall be in writing and either personally delivered (which will be deemed given upon delivery or upon the first refusal to accept delivery) or mailed by certified mail, or e-mailed to:

If to 1016 Owner:

Frehiwot Deresso
gojoindc@gmail.com

If to ANC 5B:

Ra Amin
5B04@anc.dc.gov



The parties to this Agreement shall be responsible for notifying each other of any change of address or change in the persons to be notified.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and no party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements, or representations are expressly and specifically set forth herein.

12. Counterparts. This Agreement may be executed simultaneously in any number of counterparts by original or facsimile signature, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
13. Binding on Successors and Assigns. This Agreement shall be binding upon the successors in interest to 1016 Owner and ANC 5B.

[SIGNATURES ON FOLLOWING PAGE]