

ADVISORY NEIGHBORHOOD COMMISSION 1C
Adams Morgan

Minutes of September 4, 2002, Meeting

A scheduled business meeting of Advisory Neighborhood Commission 1C was held on September 4, 2002, at the 3rd District Police Station. A quorum being present, Chair Miscuk called the meeting to order at 7:05 pm.

Attending were Commissioners Wright, Miscuk, Jovanka, Johnson, Bailey Gibson, Brody and Klempay. Approximately 15 members of the public attended.

The Chair recognized Dave Krentel of the DC Emergency Management Agency who discussed the upcoming Community Citizen Response Training Sessions.. Additional information can be obtained at www.dcreponds.com or at 202 654-7007.

TREASURER'S REPORT

Commissioner Gibson, Treasurer, reported a bank balance as of 9/4/02 of \$45,674.42.

The Treasurer offered a resolution dealing with expenditures, which was seconded and approved by roll call vote:

YEA Wright, Miscuk, Bailey, Gibson, Brody, Klempay
NAY Johnson

The approved resolution reads:

ADVISORY NEIGHBORHOOD COMMISSION 1C

BE IT RESOLVED, that Advisory Neighborhood Commission 1C approves an expenditure of \$104.73 to Storage USA.

NEW BUSINESS

Commissioner Wright recognized Mike Gould of Kalorama Citizens Association who discussed the KCA GLOBE project at Marie Reed School. Commissioner Wright offered a motion to approve a grant of \$1000 to KCA for this project. The motion was seconded and approved by roll call vote:

YEA Wright, Miscuk, Jovanka, Johnson, Bailey, Gibson, Brody, Klempay

The approved motion reads:

KCA GLOBE GRANT

I move that ANC 1C award Kalorama Citizens Association (KCA) a grant in the amount of \$1,000 per KCA's August 10, 2002 Grant Request application, a copy of which is hereby incorporated by reference. Payment is contingent on approval by the DC Auditor; this motion directs that a letter be sent to the Auditor requesting review and approval.

Commissioner Wright recognized Lisa Duperier of the Adams Morgan Main Street Group who discussed the demonstration project of the Group. Commissioner Wright offered a motion to approve a grant of \$500 to the Group. The motion was seconded and approved by roll call vote:

YEA Wright, Miscuk, Jovanka, Bailey, Gibson, Brody, Klempay
ABSTAIN Johnson

The approved motion reads:

ADAMS MORGAN MAIN STREET GROUP GRANT

I move that ANC 1C award Adams Morgan Main Street Group a grant in the amount of \$500 per the Group's August 10, 2002 Grant Request application, a copy of which is hereby incorporated by reference. Payment is contingent on approval by the DC Auditor; this motion directs that a letter be sent to the Auditor requesting review and approval.

Commissioner Gibson moved to make the vending machine (Silver Box) at 18th and California issue a topic of the September 17 forum meeting. The motion was seconded and approved by voice vote.

Commissioner Gibson offered a resolution dealing with the parking lottery lease and date. The motion was seconded and debated along with the AML Parking Agreement - Terms and Conditions. By consent amendment with the representative of PN Hoffman also consenting, Item 13 of the Parking Agreement was amended by changing "without Notice" to "with the consent of ANC-1C". The motion, with the amended Parking Agreement, was approved by roll call vote"

YEA Wright, Bailey, Gibson, Brody, Klempay
NAY Miscuk, Johnson
ABSTAIN Jovanka

The approved Motion, Lottery Rules and Lease Agreement read as follows:

**ADVISORY NEIGHBORHOOD COMMISSION 1C
RESOLUTION REGARDING PARKING LOTTERY LEASE AND DATE**

WHEREAS, in an agreement with the Adams Morgan community, developer PN Hoffman agreed to provide 23 parking spaces for long-term residential use; and

WHEREAS, as part of this agreement, Advisory Neighborhood Commission 1C (ANC 1C) was charged with the task of conducting a lottery to provide for the fair distribution of these parking spaces; and

WHEREAS, the commissioner from Single Member District 1C07, home to the PN Hoffman Lofts property, was to play a key role in developing the lottery process; and

WHEREAS, at a meeting held on Monday, July 8, 2002, the Ad Hoc Parking Lottery Advisory Committee (AHPLAC) met and developed a set of proposed lottery rules; and

WHEREAS, this set of proposed rules, as amended, was approved by ANC 1C and is attached to this resolution; and

WHEREAS, PN Hoffman has developed a draft lease that is also attached to this resolution; and

WHEREAS, ANC 1C anticipates that it will take approximately one month to properly publicize the lottery;

THEREFORE, be it resolved that ANC 1C supports the attached draft lease document; and

FURTHER RESOLVED, that the Parking Lottery, as governed by the attached rules and the attached lease, will take place at ANC 1C's regularly scheduled Wednesday, October 2 business meeting; and

FURTHER RESOLVED, that nothing in this resolution, these rules, or this lease shall be construed as superceding the original Memorandum of Understanding signed by PN Hoffman and the Neighborhood Coalition for Parking Relief.

**AML PARKING AGREEMENT - TERMS AND
CONDITIONS**

The following terms and conditions form the parking Agreement (the

“Agreement”) with Adams Morgan Lofts LLC (“AML”). The terms and conditions relate to the parking facility at 2328 Champlain Street, NW, Washington DC, G1 level.

1. The initial parking fee is \$185.00 per month. Parking charges are due in advance on the 1st day of each month for that month and any outstanding amounts are subject to interest charges at the rate of 2% per month compounded monthly. Monthly rental checks must be made out to and received by AML LLC c/o PN Hoffman, Inc. 4725 Wisconsin Avenue, NW, Suite 200 Washington DC 20016, or as such other address as may be specified by AML LLC.

2. The parking fee is subject to change after one year, with one calendar month's notice.

3. If you are in breach of the terms and conditions of the parking agreement AML may, without notice, suspend parking privileges, terminate the monthly parking agreement and/or tow the vehicle at your expense. If parking privileges are suspended, AML may charge a reactivation fee.

4. AML requires a refundable advance fee of \$90.00 for access controllers / equipment and permit tags provided to the applicant. This fee is refundable upon satisfactory completion of the lease terms and conditions, including return of access controllers/equipment and permit tags.

5. Any refundable fee paid will not bear interest, but will be refunded if the relevant permit and equipment is returned to AML within 7 days of termination. Otherwise, fee will be forfeited.

6. At all times a valid permit must be visibly displayed facing the windshield. Failure to do so will be considered a breach of the parking agreement and, in addition to any other remedies available to AML, may result in a violation notice being issued and your vehicle being towed. Any other misuse of a permit will also be considered a breach.

7. Permits are only valid for the AML G1 Level parking facility for which they are designated. Spaces are assigned and are not transferable.

8. Permits and equipment remain the property of AML. Damaged permits / equipment will be replaced upon payment of a new fee at the then current rate and the prior fee will be forfeited.

9. Parking charges are for the licensed use of parking space only and AML is not responsible for any injury, loss or damage to you or your vehicle or its contents. AML can not be held responsible for the failure of access or egress due to the malfunction of gates, doors or controllers or the unauthorized use of spaces by a third party.

10. The parking of unlicensed or uninsured vehicles, the general storage of vehicles, and the repair or maintenance of vehicles is prohibited. Further, the parking of vehicles that (in the opinion of AML) pose any kind of hazard or have hazardous contents is also prohibited.

11. AML reserves the right at any time and from time to time to refuse

parking at your normal location. AML will use reasonable efforts to relocate you to another AML location for the period your normal location is unavailable.

12. You may not assign or transfer the parking agreement. Further, changes in the name of the account holder are strictly prohibited (unless a documented legal name change). Leases term is for one year, renewable with verification of local residency in accordance with ANC parking lottery requirements on a year to year basis.

13. These terms and conditions are subject to change by AML without notice, but only with the consent of ANC 1C.

14. Any water or power supplied in the garage is for the use of AML only. The use of any power or water supplied on the premises is prohibited.

Signed: x _____

Print Name _____

Print Address: _____

Date: _____

I understand and agree to the above terms and conditions

Signed: x _____

Date: _____

On behalf of AML LLC

***AD HOC PARKING LOTTERY ADVISORY
COMMITTEE
PROPOSED LOTTERY RULES***

The Ad Hoc Parking Lottery Advisory Committee proposes for ANC approval the following rules for the planned parking lottery.

1.) Applicants must live in Adams Morgan (defined by the boundaries of ANC 1C at the time of said lottery, see www.dcboee.org/anc/anc1c.htm for a map)

- 2.) *Applicants must have a DC driver's license and a car must be registered in DC in their name before access to the garage will be provided*
- 3.) *Leases will be for two-year, non-renewable terms*
- 4.) *One lottery entry will be allowed per valid DC driver's license, as defined above*
- 5.) *Entries in the lottery will be allowed right up to the time of the lottery*
- 6.) *People can enter the lottery by e-mail*
- 7.) *People can enter the lottery by picking up a form at certain stores/restaurants (TBA) and either bringing them to the meeting, or by mailing them in*
- 8.) *People need not be present at the lottery to win*
- 9.) *Spaces cannot be sold, transferred, or sublet*
- 10.) *Any car can be parked in the lotteried space (guests' cars can be parked there, etc.) with the space owner's permission*
- 11.) *Regardless of how many entries are received for the lottery, we will pick and order the entries all the way to the bottom of the barrel in order to create a long waiting list. In other words, after the lottery, every entrant will know where they fall on the lottery waiting list, even if it's #148 or #292.*
- 12.) *The lottery will be conducted biennially, as per the above rules.*
- 13.) *ANC 1C shall govern all future lotteries for these spaces.*

Commissioner Klempay move to adjourn. The motion to adjourn was seconded and approved by voice vote.

The meeting adjourned at 9:08 pm.

Peter L. Klempay
Secretary ANC 1C