

Report from Board Appointed/Board Member Parking Work Group

To the Parkfairfax Board of Directors (BoD) and Management:

Directors Clancy and Eberwein are submitting this report based on activities to date.

****** Directors Clancy and Eberwein met with the Principal of Charles Barrett Elementary School, Mr. Loren Brody, on March 7, 2022. The prior week, the Alexandria City Public Schools (ACPS) Superintendent's office was contacted regarding our appointment as representatives by the BoD of Parkfairfax (Pkffx), to ascertain the existence and status of a Memorandum of Understanding (MoU) between Parc East and ACPS and whether it could impact the interests of our Association in any manner, and was presented with the facts we had in hand from the public documents and public discussions that occurred at the February, 2022 Pkffx Board meeting. Mr. Brody contacted us the next day to set up the mutually agreeable appointment on the 7th. During that phone conversation, he noted he was unaware of the BoD appointed work group and that he had met with Mr. Paul Friedman in person for only a few minutes during the busy school dismissal period. He stated it was his understanding from Mr. Friedman that Mr. Friedman was representing the interests of the Parkfairfax Board to resolve parking issues at the school. During that same phone conversation, he googled our Board and noted that Mr. Friedman is not a member of our BoD and that Directors Clancy and Eberwein are.

****** During the in-person meeting on the 7th, Mr. Brody expressed his strong desire to work directly with us, as representatives, and the Parkfairfax Board. We indicated that desire was mutual and that we had planned to meet with him in early February but postponed when related events intervened at the Board level. Mr. Brody provided us with a copy of the MoU, henceforth the Memorandum of Agreement (MoA) (attached). The MoA extends only to the end of this school year and Mr. Brody noted that there appeared to be a hold-up on Parc East's end. He also provided us with e-mails between himself and Mr. Friedman (attached). We told Mr. Brody that we would be preparing this report for our Board, and that we would make sure the School system receives a copy of it as well as public information from the February Board meeting, and an enlarged parking map from Director Clancy. We also clearly stated that Parkfairfax has no issue with the School system working with Parc East to provide parking for the short or, potentially, long term, but that our Board would like to continue working with them for a more permanent solution to the severe parking space shortage at the school.

****** A productive discussion between Directors Clancy and Eberwein and Principal Brody resulted in the following information regarding parking at the school:

- The school has approximately 100 staff members including administrative, teaching and maintenance staff, and part time teaching specialists who provide services such as speech therapy – these specialists are shared between different schools but must still park in the area when servicing Charles Barrett students. A very small number of staff take public transit. Most drive due to a lack of proximity between where they live and work.
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- There are currently 45 parking spaces on site. Mr. Brody noted he is fully aware of the traffic congestion that occurs at the beginning and end of the school day and pointed out that the Kiss and Ride student drop off area is another issue that needs to be addressed. Parking is inadequate for current staff and none is available for parents visiting the school.
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- Director Clancy provided Mr. Brody with a map she drew showing street parking areas that would create less of an impact on Parkfairfax residents. That map is attached and Mr. Brody told us he would distribute it immediately to staff and encourage parking in the areas indicated on the map.
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- Mr. Brody expressed interest in the potential for locating additional staff parking on the school property itself and we walked the site. The area discussed is located behind the school between it and fenced industrial usage on Glebe Road, making it too narrow and unsafe for student use. This would enlarge an existing linear parking area and could add at least 24 additional spaces. While actual construction issues would need resolution, Mr. Brody indicated he will be contacting the ACPS Facilities Division to discuss working out an on-site solution to include additional parking and a hoped-for solution to the Kiss and Ride situation.
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- After noting that we had not yet discussed the following option with our Board, we stated we would do so in this report. That is for the BoD to look at the feasibility of providing some parking at the Parkfairfax owned lot on Valley Drive, with strict time limitations. There are 29 spaces in the Valley Drive lot.
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- Finally, Mr. Brody expressed his concern regarding the speed of drivers during the start and end of the school day. Recently, a crossing guard was nearly hit by a car and he asked if we would help. Thus, we are requesting the Board to have Management post another traffic safety article in our newsletter and in an e-mail blast with regard to drivers slowing down and remaining watchful when driving near the school, particularly during start-up and dismissal.
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** All participants expressed that the meeting was productive and pledged to continue working to establish a strong relationship between Charles Barrett and the Parkfairfax Community. Mr. Brody expressed the desire to work through proper channels and directly with the Association Board and Management.

** Directors Clancy and Eberwein will answer, to the best of our ability, any questions regarding this report at the March, 2022 Board meeting.

Dana Cross

From: c eberwein <ceberwein4@comcast.net>
Sent: Monday, March 14, 2022 4:44 PM
To: Dana Cross
Subject: Fwd: Posted to FB right now

Thnx, Dana -

Claire

----- Original Message -----

From: c eberwein <ceberwein4@comcast.net>
To: Dana Cross <dcross@parkfairfax.info>, Margaret Clancy <clancymargaret3750@gmail.com>, c eberwein <ceberwein4@comcast.net>
Date: 03/09/2022 4:36 PM
Subject: Fwd: Posted to FB right now

Dana,
Please enclose this FB post which we were sent a copy of as another exhibit in our report to the BoD.

Thnx., Claire

Date: 02/15/2022 1:01 PM
Subject: Posted to FB right now

Paul Friedman

I'm pleased to announce that, in my capacity as a resident of Alexandria, and not as a representative of Parkfairfax, I have arranged a deal between our high-rise neighbor, Parc East, and Charles Barrett Elementary School that will reduce the parking stress for people living on Martha Custis Drive across from and near the school.

While the official MOU between the two parties has not been signed, I've been advised that there is an agreement in principle and the document is expected to be signed soon. That's why I feel at liberty to disclose it now and am doing so because I want our Board to be informed prior to its meeting.

I decided to act on this out of a concern that not doing so could result in a grassy area near the school being paved over for parking.

Charles Barrett currently has 43 parking slots on its property. 30 are to the left of the school when facing it and 13 are behind it, not including one spot set aside for deliveries.

As a result of my personal appeal to the President of the Parc East Board of Directors,

Parc East has graciously and joyfully offered to provide 20 parking spots to Charles Barrett School for use by its teachers and staff from 7 am to 5 pm every weekday. They are in the back row of its parking lot and are the ones closest to the access road we drive to our maintenance yard. Parc East will also place signage on those spots and provide hanging tags to the school so there is no question as to the legitimacy of the cars parking in those slots.

In addition, after a conversation, the Principal of Charles Barrett has agreed to ask his teachers and staff not just to use those 20 spaces but to also make every effort to avoid parking in front of our homes if they do park on Martha Custis Drive. I'm pleased to say that many more than 20 people want to use the Parc East parking spaces. If necessary, Parc East is also willing to consider adding to the 20. They are very pleased to do this on behalf of all involved and be good community partners.

As background, back in early January I learned of the desire by two of our Board members to address the tight parking near Charles Barrett Elementary School. Essentially, the problem as described is that teachers and staff park on Martha Custis Drive during the school day in front of Parkfairfax condos. That makes it very difficult for the people living there to park near their homes and is especially irritating when moving a car to run short errands only to have no space when returning.

I was advised that the Board members were exploring donating or selling a strip of land owned by Parkfairfax that's near the school. As I heard it, the hope was that if the grass were paved and parking spaces were created, then teachers and staff might be willing to park there instead of on Martha Custis Drive. Given my close political and personal relationships with almost every school board member, when I became aware of the problem, I offered my services to the two Board members. I also hoped to participate to ensure alternative approaches could be examined to avoid paving over green grass. Nature needs room to breathe. It's not just about whether people get a direct benefit from the land. For whatever reason, my offer of help was rejected.

I was undeterred. I looked more closely into the matter and discovered that there was a potential alternative that would avoid paving over grass. So, I investigated to see if I could make it happen. After all, one of my favorite songs has long been Big Yellow Taxi, so I'm not a fan of paving paradise to put up a parking lot.

Now I hope my solution will end any and all discussion by our Board to facilitate the paving over of any grass area near the school.

P.S. I'm the Parkfairfax Recreation Committee Chair, the Vice President of the West End Business Association (WEBA), the Alexandria Democratic Committee Precinct 203 Captain, and the Founder/Executive Director of Safer Country, safercountry.org, Alexandria's only gun violence prevention 501(c)(3) organization.

Safer Country was founded three years ago on February 14, which is also the fourth anniversary of the Marjory Stoneman Douglas High School mass shooting in Parkland, Florida.

Safer Country will be honoring Alexandria City native, and Fairfax County Supervisor and public Safety Committee Chair, Rodney Lusk, on Wednesday, March 9. For details, click here: <https://secure.qgiv.com/for/aip16d/>

--- Attached is a photo of the location that Parc East is providing for parking.

Parking suggestions for Charles Barrett Staff

**Red = do not park
in this area**

**Green = open to
park in this area**

**Goal is to leave spots
directly in front of
residences open.**



Begin forwarded message:

From: PEGGY CLANCY <maclancee@comcast.net>
Date: February 8, 2022 at 8:21:37 PM EST
To: Margaret Clancy <clancymargaret3750@gmail.com>
Subject: Disclosure

Good evening.

I'm feeling extremely uncomfortable right now and need to disclose some information to the entire Board of Directors. Jeff (Lisanick) asked me to meet him for lunch today. I was not prepared for Paul Friedman to be in attendance. During lunch Paul told me he had contacted both the manager of Park East and the principal of Charles Barrett about the staff parking. He claimed to have negotiated a solution. Since Paul was not authorized by the Board to act on behalf of the Board, I don't know if it was his place to meet with them as Claire and I were recognized by the Board as representatives in dealing with the issue. I was told that Park East would provide spaces for the teachers - I was not told the details of what was agreed to or what, if anything, was promised on behalf of Parkfairfax. I was also told not to mention this to Claire. Paul then spoke to me in detail about his floor appeal to the Board, noting that I had abstained, and that he intends to bring it up again to the Board. Later, Jeff spoke to me regarding his retaining wall. I promised nothing. I am quite anxious about this entire event and feel that the best course of action to protect myself and my duty as a Board member is to inform the Board and to make all of you aware of this meeting.

Thank you.

Peggy Clancy
Ward 1 Representative
Parkfairfax

Dana Cross

From: Dave Bush <akhetequus@earthlink.net>
Sent: Wednesday, February 9, 2022 3:06 PM
To: Dana Cross; Francisco Foschi
Subject: Fwd: Disclosure

Please use this as backup for the tab dealing with Disclosure. Many thanks.

----- Forwarded Message -----

Subject: Re: Disclosure
Date: Wed, 9 Feb 2022 08:06:11 +0000
From: Jeff Lisanick <jlisanick@hotmail.com>
To: Parkfairfax Board <boardofdirectors@parkfairfax.info>

Board of Directors,

Please allow me to add to Peggy's email. Peggy, Paul Friedman, and I did meet on Tuesday to discuss what I thought was an exciting possibility to solve a longstanding issue facing Parkfairfax residents. Paul called me early last week asking me to set up a meeting with Peggy. He said he had some exciting news regarding the parking situation at Charles Barrett; however, because it was still preliminary, he thought it prudent to only share the news with Peggy at this time. Based solely on Paul's request, I called Peggy shortly after and set up a meeting for Tuesday, advising her of the promising possibility. At the meeting Paul detailed that he had secured a significant amount of parking spots at Parc East and had also spoken to the principal at Charles Barrett, although he was still finalizing things with the principal. Paul's proposal made no promises whatsoever on behalf of Parkfairfax. Paul said that he reached out to Parc East because he didn't want to see any of Parkfairfax' green space replaced with an asphalt parking lot. Given Peggy's subsequent anxiety, I would have certainly done things differently; however, I have no reason to feel I did anything improper. My hope then and now is that Paul's creative thinking will result in a solution to the longstanding problem of parking in and around Barrett, which is crowding out residents who live in the immediate vicinity. That would truly be a victory for us all.

Jeff Lisanick
Vice President and Ward III Representative
Parkfairfax Board of Directors

From: Peggy Clancy <clancymargaret3750@gmail.com>
Sent: Tuesday, February 8, 2022 8:25 PM
To: Parkfairfax Board <BoardofDirectors@parkfairfax.info>
Subject: Fwd: Disclosure

Peggy Clancy
Ward 1 Representative
Parkfairfax

- mbra

loren.brody@acps.k12.va.us

Parc East parking places

From : Paul Friedman <paulfriedman@comcast.net>

Mon, Jan 31, 2022 03:52 PM

Subject : Parc East parking places**To :** Loren Brody <loren.brody@acps.k12.va.us>**Cc :** generalmanager@parceast.net

CAUTION: This email was sent from outside of Alexandria City Public Schools. You must exercise caution when opening attachments or clicking links, especially from unknown senders and unexpected messages.

Hi Loren,

It was nice to see you today.

As I indicated, Parc East Condominiums, courtesy of the Board President, Pat Popovich, is pleased to offer Charles Barrett Elementary School 20 parking spaces very near the school that would be set aside with signage and used with hangtags, for use between 7 am and 5 pm.

General Manager Amir Greene has been asked to work with us on this project and is prepared to answer all your questions. I've copied him on this email.

Please keep me in the loop so I know how things are going and that, hopefully, all is moving along. The sooner we set this up and relieve some of the parking stress on Martha Custis near the school, the better.

Best,

Paul

Paul Friedman
Recreation Committee Chair
Parkfairfax Condominium Unit Owners Association
703-585-7626

> On 01/31/2022 2:52 PM Loren Brody <loren.brody@acps.k12.va.us> wrote:
>
>
> Hello Paul,
>
> Thank you for sharing the parking proposal with me briefly today. I look forward to more information.
>
> Appreciatively,



MEMORANDUM OF AGREEMENT

ALEXANDRIA CITY SCHOOL BOARD d/b/a
ALEXANDRIA CITY PUBLIC SCHOOLS

-and-

PARC EAST CONDOMINIUMS

This Memorandum of Agreement ("MOA") is made by and between Alexandria City School Board doing business as Alexandria City Public Schools (hereinafter referred to as "ACPS"), a public entity and/or political subdivision of the Commonwealth of Virginia with an address located at 1340 Braddock Place, Alexandria, Virginia 22314 and Parc East Condominiums, organized and existing under the laws of the Commonwealth of Virginia, with a business address at 1225 Martha Custis Drive, Alexandria, VA 22302, and who is authorized to do business in the Commonwealth of Virginia (hereinafter referred to as "Partner").

AGREEMENT

WHEREAS, ACPS and the Partner desires to enter into this business relationship, where the Partner shall provide permits for up to twenty (20) parking spaces for ACPS staff assigned to or visiting the Charles Barrett Elementary School located at 1115 Martha Custis Dr, Alexandria, VA 22302 during school hours for the 2021-2022 school year at no charge to ACPS.

NOW, THEREFORE, with the intent to be legally bound hereby, the parties to this MOA set forth the following as the terms and conditions of their understanding.

In receipt of this MOA, which is acknowledged, the parties hereby agree to the following terms and conditions:

I. TERM

1. The term of this MOA shall commence upon execution by ACPS (the "effective date") and shall expire on **June 30, 2022**, unless expressly terminated by either of the parties in accordance with the termination provision below.
2. The term of this MOA may be extended or modified through an amendment

executed by both parties. Such written consent shall include the scope of work referencing this MOA and set forth the responsibilities of the parties.

II. SCOPE OF WORK

1. The Partner agrees to provide up to twenty (20) parking permits for ACPS staff assigned to or visiting Charles Barrett Elementary School, located at 1115 Martha Custis Dr, Alexandria, VA 22302 during school hours for the 2021-2022 school year at no cost to the ACPS.
2. The Partner agrees to endeavor to notify ACPS at least seven (7) days in advance if parking will be unavailable for use by ACPS.
3. ACPS will park **only** in empty spaces along the back row of the parking lot closest to the school or at the opposite end closest to the Parc East pool (if necessary) No parking is permitted in the front of the building or in handicap spaces at any time.
4. The Partner will provide the Principal of Charles Barrett Elementary with twenty (20) placards that can be assigned to ACPS staff. All ACPS staff members assigned a parking would need to display the placard in their vehicle while parked. It should be placed on the driver side dashboard and clearly visible to inspection. ACPS will manage the issuance and assignment of the provided permits as well as provide the Partner with the name/contact phone number, vehicle description and license plate of the assignee via a running list.
5. The Partner will not be held liable for any damage which may occur on Parc East Condominium property to vehicles, other property or persons associated with ACPS who are parking on Partner property.
6. ACPS will ensure that all staff members assigned to park in the Partner lot sign and return individual liability waivers attached hereto as Addendum A.
7. Any person parking in the Partner lot in the absence of such a signed liability waiver does so in violation of this Memorandum of Agreement and without authorization of the Partner. Unregistered or unidentified vehicles are subject to tow at any time and at the vehicle owner's expense.
8. ACPS assignees will be responsible for ensuring that any used space is kept free of debris and other items at all times, and Parc East management will notify Charles Barrett Principal of any concerns. ACPS assumes no responsibility for the maintenance and/or upkeep of these assigned parking spaces.

III. USE OF TRADEMARKS, COPYRIGHTS AND TRADE NAMES

1. This MOA does not give the Partner any ownership rights or interest in ACPS logos, trade names or trademarks.
2. Use of District's Name or Trademarks. The Partner shall be able to use the ACPS' name or trademark for the purposes of listing ACPS as a partner in publications such as advertisements, reports, publications, and web postings for the duration of the MOA. However, the Partner shall obtain separate written approval from an authorized ACPS representative prior to using the ACPS' logos, in any public communications including but not limited to advertisements, reports, publications and web postings. The Partner will notify the ACPS Communications Department of any media interest and/or opportunities that relate to the relationship between ACPS and the Partner as noted in this MOA, and will only engage in such media opportunities after receiving written agreement from ACPS, which may include express parameters for participation.
3. Use of Provider's Name or Trademarks. The Partner agrees to permit ACPS to feature its name and/or logo in a listing of its partners in various ACPS communications including but not limited to advertisements, reports, publications and web postings, without obtaining additional prior approval. ACPS Communications Department staff will notify the Partner through the contact identified below of any media interest and/or opportunities that relate to the relationship between ACPS and the Partner as noted in this MOA, and will only engage in such media opportunities after receiving written agreement from the Partner, which may include express parameters for participation.
4. Publicity and Use of Trademarks. Except as specifically provided for herein, neither party shall use, in its external advertising, marketing programs, promotional efforts or other written materials or publications, any data, name, insignia, trademarks, pictures or other representation of the other party except on the specific written authorization by the Partner or ACPS. All requests for authorization must be received in writing by the Partner no later than ten (10) days in advance of the anticipated use date.
5. Nothing in this MOA shall authorize the Partner to advertise in ACPS schools. If Partner desires to pursue such advertisement it must be done in accordance with ACPS Policy KJ.

IV. GENERAL PROVISIONS

1. Termination. ACPS or the Partner shall have the right to terminate this MOA at any time, for any reason, effective immediately upon receipt by the Partner or ACPS of a written notice of termination.
2. If this MOA is terminated by ACPS because of an adverse impact on the educational experience of students, or any violation of this MOA or ACPS Policy or Regulations, no other agreement will be entered into between ACPS and the Partner whose agreement has been terminated for at least one year.
3. Exclusive Use. Nothing in this MOA shall create any exclusive rights for the Partner or prohibit ACPS from entering into agreements to utilize programs or services of other providers.
4. Notice. Any termination or cancellation notice or any other notice required by this MOA shall be in writing and must be delivered by services rendering and confirming receipt (such as registered or certified mail). Alternatively, notices may be sent via a nationally recognized overnight service, or may be personally served upon the appropriate party. The following individuals shall serve as contacts for the respective parties to receive required notices pursuant to this MOA at the addresses provided:

Contact Information for

Parc East Condominiums
12225 Martha Custis Drive, Alexandria, VA 22302
Attn: Amir Greene
Phone: 703-671-9000
Email: generalmanager@parceast.net

A.G.

Contact Information for ACPS:

Mr. Loren Brody, Principal
Charles Barrett Elementary School
3360 Gunston Rd
Alexandria, Virginia 22302
Phone: (703) 824-6960
loren.brody@acps.k12.va.us

L.B.

Mr. John Finnigan
Facilities and Operations
1340 Braddock Place
Alexandria, Virginia, 22314
Phone: 703-619-8289
John.finnigan@acps.k12.va.us

IN WITNESS WHEREOF, the parties have caused their Agreement to be executed by their duly authorized officers.

ALEXANDRIA CITY PUBLIC SCHOOLS

E-SIGNED by Gregory Hutchings
on 2022-02-26 03:54:27 GMT
By: _____
Dr. Gregory C. Hutchings, Jr.
Superintendent

February 26, 2022
Date: _____

E-SIGNED by Alicia Hart
on 2022-02-21 00:55:35 GMT
By: _____
Dr. Alicia Hart
Acting Chief of Facilities and Operations

February 21, 2022
Date: _____

E-SIGNED by Kurt Huffman
on 2022-02-21 15:41:20 GMT
By: _____
Kurt Huffman, M.Ed.
Executive Director
Community Partnerships and Engagement

February 21, 2022

PARK EAST CONDOMINIUMS

E-SIGNED by Patricia Popovich
on 2022-02-23 15:35:04 GMT
By: _____
Patricia Popovich
Board President

February 23, 2022
Date: _____

Addendum A

Parkfairfax Condominium Unit Owners Association
3360 Gunston Rd, Alexandria, VA 22302

VEHICLE PARKING

Release and Waiver for Liability and Indemnity Agreement

The undersigned acknowledges that Parkfairfax Condominium Unit Owners Association, located at 3360 Gunston Rd, Alexandria, VA 22302 (hereinafter "the Partner") is extending a special courtesy and privilege in allowing him or her to park his or her vehicle in designated spaces in the Partner parking lot during the dates specified below. In consideration of the courtesy and privilege to park a vehicle in the Partner parking lot, the undersigned, for himself and herself and any personal representative, heirs, and next of kin, hereby acknowledges, agrees and represents the following:

RELEASE I agree to release, waive, discharge and covenant not to sue the Partner, its directors, officers, employees, and agents from all liability to me, my personal representative, heirs, and next of kin for any personal injury to my person or loss, theft, damage, claim or demands therefore on account of injury to my property, whether caused by the negligence of the Partner or otherwise during the dates specified below.

INDEMNIFICATION I agree to indemnify and save and hold harmless the Partner from any personal injury or loss, liability, theft, damage or cost that may incur due to my parking my vehicle, upon or about the Partner's premises whether caused by the negligence of the Partner or otherwise.

ACCEPTANCE OF RISK I understand that the Partner never intended, nor designated the above mentioned parking lot to be used as a parking facility for other than Partner use and I acknowledge that the Partner does not guarantee my personal safety or the security of my vehicle or any property that may be contained therein. In addition, I realize that the lot is not locked, secured or guarded. Therefore, I agree to assume full responsibility for and risk of personal injury or property damage due to the negligence of the Partner or otherwise while my vehicle is parked during the dates specified below.

The undersigned further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as Virginia law allows and that, if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Last Name: _____ First Name: _____

License Plate #: _____ Make/Model: _____

Color: _____ Daytime telephone No: _____

Parking Dates: February 21st through June 30, 2022
(During school hours or during official school activities, excluding Saturday and Sunday.)

Signature: _____ Date: _____