

**THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

<b>In the Matter of:</b>	)	
	)	
Bespoke 1337, LLC	)	
t/a Hill Prince	)	
	)	
Applicant for a New	)	License No.: ABRA-104782
Retailer's Class CT License	)	Order No.: 2017-069
	)	
at premises	)	
1337 H Street, N.E.	)	
Washington, D.C. 20002	)	

Bespoke 1337, LLC, t/a Hill Prince (Applicant)

Jay Williams, Co-Chair, Advisory Neighborhood Commission (ANC) 6A

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Mafara Hobson, Member  
Jake Perry, Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Bespoke 1337, LLC, t/a Hill Prince, Applicant for a new Retailer's Class CT License, located at 1337 H Street, N.E., Washington, D.C., and ANC 6A have entered into a Settlement Agreement (Agreement), dated January 12, 2017, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Co-Chair Jay Williams, on behalf of ANC 6A, are signatories to the Agreement.

Accordingly, it is this 8th day of February, 2017, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 5 (Modifications) – The following language shall be added to the end of the sentence: “or as required by District law.”


The parties have agreed to this modification.


2. Copies of this Order shall be sent to the Applicant and ANC 6A.

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

  
\_\_\_\_\_  
Mafara Hobson, Member

\_\_\_\_\_  
Jake Perry, Member

Pursuant to D.C. Official Code § 25-433(d)(1), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).



Made this 12th day of January, 2017

by and between

**Bespoke 1337, LLC t/a Hill Prince**

1337 H Street, NE  
Washington DC 20002

and

**Advisory Neighborhood Commission 6A**

#### **Preamble**

Through this Agreement, both parties aim to create an environment whereby Bespoke 1337, LLC t/a Hill Prince ("Applicant") may operate as a viable contributing business in the ANC 6A community, while concurrently curtailing any adverse effects a business such as Applicant's could have on the surrounding neighborhood.

Applicant agrees to work regularly with ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this Agreement are reasonable and must become wholly integrated into the day-to-day operation of the business establishment.

The community and Applicant understand and agree that the changes imposed upon the operations of licensees within the ANC as set forth herein are important measures to protect the safety, peace, order, and quiet of the neighborhood, its residents, and businesses.

#### **Witnesseth**

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class CT Liquor License at the subject premises; and,

#### **The Parties Agree As Follows:**

1. **Public Space Cleanliness and Maintenance.** Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:
  - a. Picking up trash, including beverage bottles and cans, and all other trash a minimum of twice daily (once immediately before business hours and again between 5:00 p.m. and 8:00 p.m.).
  - b. Maintaining regular trash and garbage removal service, regularly removing trash from the trash and dumpster area, and seeing that the trash and dumpster area remain clean.

- c. Depositing trash and garbage only in rodent-proof dumpsters, and seeing that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- d. Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
- e. Assisting in maintenance of the curbs in front of the establishment to keep them free of trash, removing snow and ice from the sidewalk, and complying with all applicable D.C. laws and regulation in these respects.
- f. Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
- g. Promptly removing or painting over any graffiti written on the exterior walls of the property.
- h. Requiring the owner and employees not to park on public space between the building and the curb.
- i. Not locating trash bins, chairs, tables, or other equipment on public space without a valid space permit.

**2. Business Operations and Practices.**

- a. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person or to any person who appears to be intoxicated.
- b. Applicant agrees to take reasonable steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- c. Applicant agrees to take reasonable steps to ensure that no patron brings an open container of an alcoholic beverage into the establishment from outside sources, and at no time exits the establishment with an open container of an alcoholic beverage.
- d. Applicant will not provide or sell alcoholic beverages "to go."
- e. Applicant agrees not to promote or participate in bar or pub "crawls" or any other event of this nature unless the event has been reviewed and approved by the ABC Board.
- f. The licensed establishment will be managed in person by Applicant or a board-licensed manager.
- g. Applicant, and all employees that are designated to serve alcoholic beverages, shall attend and complete an alcoholic beverage server training course/seminar within sixty days of the start of employment with Applicant.
- h. Applicant shall post a notice kept in good repair and visible from point of entry a sign that states:
  - i. Proper ID is required to be served and that the establishment will check IDs at all times prior to serving alcoholic beverages to patrons;
  - ii. It is illegal to sell alcohol to anyone under age 21;
  - iii. Patrons are requested not to litter, loiter, or make excessive noise in the neighborhood as they arrive or depart;
  - iv. Warning: Drinking alcoholic beverages during pregnancy can cause birth defects; and
  - v. The establishment requests that customers do not contribute to panhandlers.
- i. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
  - i. Asking loiterers to move on whenever they are observed outside the establishment;
  - ii. Calling the Metropolitan Police Department if illegal activity is observed;
  - iii. Keeping a written record of dates and times (a "call log") when the Metropolitan Police Department ("MPD") is called for assistance; and
  - iv. Applicant will maintain a detailed incident log. An incident is defined as any activity by patrons of the establishment inside or immediately outside the establishment that could lead to an ABRA investigation. Each incident will contain the date, time, and location of each incident with a concise summary. Guests and staff involved or witnesses of the incident will be identified and listed. If there is a medical or police response, that information will also be noted.
- j. Upon request of the Board, Applicant's call log and incident log shall be provided to the Board

during meetings or hearings involving future renewals or contested proceedings involving Applicant's license.

- k. Applicant will utilize and maintain high-intensity floodlights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.
- l. Should Applicant offer valet services, Applicant shall provide valet parking services only with valet parking companies as defined, licensed, and in compliance with D.C. Municipal Regulations Title 24 Chapter 16. Applicant will not engage in valet parking that results in vehicles parked in residential parking spaces.

**3. Music / Dancing / Entertainment.**

- a. Applicant agrees to comply with D.C. Official Code § 25-725 which stipulates, in part that ABC licensees shall not produce any sounds, noise, or music of such intensity that it may be heard beyond the premises. If necessary, Applicant will install soundproofing measures in order to ensure compliance.
- b. No sound, noise, music, or voices emanating from the licensed establishment shall be of such intensity that it may be heard in any premises other than the licensed establishment. This restriction does not apply to: (1) sound, noise, music, or voices heard in any premises which are located within a C-1, C-2, C-3, C-4, C-M, or M zone, as defined in the zoning regulations for the District, and (2) sound, noise, music, or voices occasioned by the normal opening of entrance and exit doors for the purpose of ingress and egress.
- c. In order to mitigate noise on its summer garden the following steps will be taken:
  - i. Applicant shall not offer any type of entertainment on the summer garden;
  - ii. The summer garden is entirely surrounded on all sides by two story buildings. ;
  - iii. No fewer than two signs will be clearly posted to remind guests to keep their voices at normal speaking volume;
  - iv. Staff will monitor the summer garden and remind guests to keep their voice levels at normal speaking tones as needed; and
  - v. Potted plants, trees, fountains, or other types of noise mitigation techniques will be incorporated into the decor.
- d. The hours of operation for the summer garden are limited until 12:00am Sunday through Thursday evenings, excluding the eve of Federal or District of Columbia holidays, and 2:00am on Friday and Saturday evenings and the evenings of Federal or District of Columbia holidays. The sale and consumption of alcoholic beverages must end at that time and the summer garden must be cleared of all patrons and staff with the exception for staff and patrons to use the summer garden as a means of ingress and egress to the front and back bars on the licensed premises.  
Provided that:
  - i. On days designated by the DC ABC Board as "Holiday Extension of Hours" or "Daylight Savings Time Extension of Hours" Applicant may avail itself of the extended hours so provided;
  - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration or World Cup) Applicant may avail itself of such hours; and
  - iii. On the evening of New Year's Eve (December 31), Applicant may operate the summer garden for an additional hour.
- e. Applicant may offer facilities for dancing for patrons only with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecorded music.
- f. Applicant will take the following steps to ensure the safety and security of patrons and employees:
  - i. All personnel shall attend and complete training course/seminar within sixty days of the start Settlement Agreement between Bespoke 1337, LLC and ANC6A

of employment with Applicant that covers conflict resolution; procedures for handling violent incidents and emergencies; and procedures to prevent overcrowding.

- ii. Applicant will maintain an incident log which will be chronological records of any incident in the establishment that involves injury, violence, a weapon, or a call to MPD or emergency services. The incident log will be available to ABRA or MPD investigators upon request.
  - iii. In the event that a crime occurs on the premises, personnel will cordon off the area and prevent patrons or other employees from entering the area until MPD arrives. Security personnel will assist MPD after their arrival. Under no circumstances shall a member of the security personnel or employee clean or otherwise disturb the crime scene without the consent of MPD. and
  - iv. Applicant will operate a 100% ID check policy for patrons who appear to be 35 years of age or younger to ensure that minors are not served alcoholic beverages.
4. **Cooperation with ANC 6A.** Applicant agrees to work on resolving issues preventing Applicant from fulfilling its obligations under this Agreement with all of the following: the Single Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, the Chair of the ABL Committee, and other Commissioners whose SMDs are adjacent to the location of the establishment.
5. **Modifications.** This Agreement may be modified and such modification implemented by Applicant only by mutual agreement of the parties and the subsequent approval of the modification by the ABC Board pursuant to DC Official Code Code § 25-446.
6. **Miscellaneous.**
- a. Applicant shall maintain a copy of this Settlement Agreement in the establishment available for inspection upon request by any regulatory official, MPD Officer, or member of the public.
  - b. Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 6A does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.
7. **Enforcement.**
- Applicant and ANC 6A agree to enter into this Agreement. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If Applicant fails to cure within the 14-day notice period (or, with respect to a breach which reasonably requires more than 14 days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either *via* email or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant:           1337 H Street, NE  
Washington, DC 20002  
davidbwiseman@gmail.com

If to the ANC:           Advisory Neighborhood Commission 6A  
                                  P.O. Box 75115  
                                  Washington, DC 20013  
                                  ANC6A@yahoo.com

Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

This Settlement Agreement is binding on Applicant and its assigns and will continue in force for any and all subsequent license holders at this location.

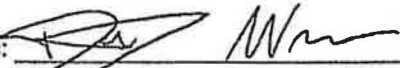
**In Witness Whereof**

The parties have affixed hereto their hands and seals.

**Bespoke 1337, LLC**

By: David Wiseman, Managing Member

Date: 01/04/2017

Signature:  \_\_\_\_\_

**Advisory Neighborhood Commission 6A Representative:**

By: Jay Williams, Co-Chair, ANC 6A ABL Committee      Date: 01/12/17

Signature:  \_\_\_\_\_