

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

In the Matter of:

RNR, LLC

t/a Rock N Roll Hotel

Petition to
Terminate Voluntary Agreements
for a Retailer's Class CT License

at premises

1353 H Street, N.E.

Washington, D.C. 20002

Case No. 14-PRO-00004

License No. ABRA-072777

Order No. 2014-492

RNR, LLC, t/a Rock N Roll Hotel (Petitioner)

Jay Williams, Commissioner, Advisory Neighborhood Commission (ANC) 6A

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 6A**

The official records of the Alcoholic Beverage Control Board (Board) reflect that RNR, LLC, t/a Rock N Roll Hotel, (Petitioner), entered into a Voluntary Agreement with ANC 6A and A Group of Six Individuals on April 24, 2006 and it was approved by the Board on June 21, 2006. The Petitioner also entered into a Voluntary Agreement with ANC 6A and Linden Neighborhood Association on April 14, 2010 and it was approved by the Board on May 19, 2010. The Petitioner sought to terminate its Voluntary Agreements, under D.C. Official Code § 25-446(d). The Petition to Terminate was protested by ANC 6A.

The official records of the Board reflect that the Petitioner and ANC 6A have entered into a Amended and Restated Settlement Agreement (Agreement), dated November 3, 2014, that governs the operation of the Petitioner's establishment.

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

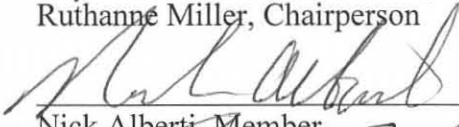
This Agreement constitutes a withdrawal of the Protest filed by ANC 6A of this Petition.

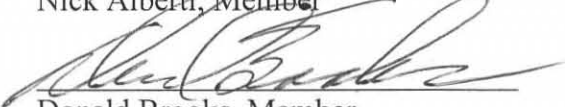
Accordingly, it is this 3rd day of December, 2014, **ORDERED** that:

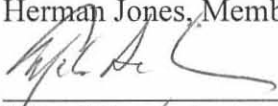
1. The Protest of the ANC 6A in this matter is hereby **WITHDRAWN**;
2. The above-referenced Settlement Agreement submitted by the Petitioner and ANC 6A to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
3. This Settlement Agreement replaces and supersedes previous Voluntary Agreements; and
4. Copies of this Order shall be sent to the Petitioner and ANC 6A.

District of Columbia
Alcoholic Beverage Control Board

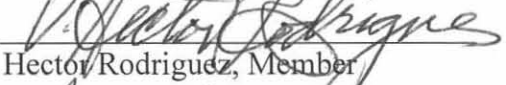

Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433, 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 14th 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).

AMENDED AND RESTATED SETTLEMENT AGREEMENT

This Amended and Restated Settlement Agreement is entered into this 3rd day of November, 2014, by and between RNR, LLC, t/a Rock N Roll Hotel ("RNR" or "Applicant") and Advisory Neighborhood Commission 6A ("ANC 6A");

RECITALS

WHEREAS, RNR is the holder of a retailer's license class CT for premises located at 1353 H Street N.E;

WHEREAS, RNR is party to a certain Cooperative Agreement dated April 14, 2010, with the Linden Neighborhood Association and ANC 6A;

WHEREAS, the agreement was incorporated into the Order of the Alcoholic Beverage Control Board (the "Board") dated May 19, 2010, Order No. 2010-342;

WHEREAS, RNR is party to a certain agreement dated April 24, 2006, with ANC 6A and the Group of 6;

WHEREAS, the agreement was incorporated into the Order of the Alcoholic Beverage Control Board (the "Board") dated June 21, 2006, Order No. 2005-287;

WHEREAS, RNR has petitioned the Board for termination or amendment of its various agreements;

WHEREAS, ANC 6A has protested the termination or amendment of the agreements;

WHEREAS, the parties desire resolve the protests upon the terms and conditions hereinafter set forth;

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **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. Seeing that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
3. **Business Operations and Practices.**
 - a. Applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
 - b. Applicant agrees not to promote or knowingly 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.

- c. Managers and all bartenders shall attend and complete an alcoholic beverage server training course/seminar within sixty (60) days of the commencement of their employment with Applicant.
- d. 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.
- e. 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 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 leads to a request to MPD for assistance. 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.
- f. 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.

- 4. **Hours of Summer Garden Area.** The hours of the rooftop summer garden area shall be limited as follows:
 - a. On Sunday nights through Thursday nights, excluding the eve of Federal holidays, all areas of the rooftop summer garden shall be closed and cleared of all patrons by 11:00 P.M.
 - b. On Friday and Saturday nights, and on the eve of Federal holidays, the rooftop summer garden front deck, as reflected in the photographs attached hereto as Exhibit A, and incorporated herein, shall close and be cleared of all patrons by 2:00 A.M.
 - c. On Friday and Saturday nights and on the eve of Federal holidays, the rooftop summer garden rear deck, as reflected on Exhibit A, shall close and be cleared of all patrons by 1:00 A.M.
- 5. **Restriction on Entertainment.** Entertainment in the form of live bands and/or DJs shall not be permitted on any part of the rooftop summer garden area after 8:00 P.M.

6. **Restriction on Noise.** In order to mitigate noise from the applicant's outdoor space, the following steps will be taken:
- a. No sound, noise, music or voice(s) emanating from the rooftop summer garden area of 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) 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) sounds, noises, music or voice(s) occasioned by the normal opening of entrance and exit doors for the purpose of ingress and egress.
 - b. A fence or other barrier will enclose the entire perimeter of the rooftop summer garden;
 - c. No fewer than two signs will be clearly posted to remind guests to keep their voices at normal speaking volume; and
 - d. Potted plants, trees, fountains, or other types of noise mitigation techniques will be incorporated into the décor.
7. **Final and Complete Agreement.** This Agreement represents the full and complete Agreement among the parties. This agreement is intended to supersede and replace all previous settlement, voluntary, or cooperative agreements which restrict or otherwise govern the operation of RNRH's business.
8. **Compliance, Cooperation, and Notices.**
- a. 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 ANC Commissioner within whose boundaries the establishment is located, the Chair of the ANC 6A ABL Committee, and other Commissioners whose SMDs are adjacent to the location of the establishment.
 - b. Applicant shall provide a direct telephone number for the manager on duty to ANC 6A for purposes of reporting any violations of this Agreement.
 - c. Applicant and ANC 6A agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement, it is understood by all parties that ANC 6A and/or its committees shall notify the Applicant and if ANC 6A determines that Applicant has failed to adequately resolve the violation, it will file a complaint with the ABC Board, which will be investigated by ABRA's Enforcement Division, and may subject Applicant to a Show Cause proceeding or any other penalty available to the Board under the law.
9. **Counterparts.** This Agreement may be executed, simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.
10. **Construction.** In the event any conduct by Applicant in violation of this Agreement shall be deemed a violation of District of Columbia law, the violation of this Agreement shall be merged into the law violation, such that the Applicant shall only be liable for one violation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

APPLICANT:

RNR, LLC
t/a Rock N Roll Hotel

BY: 

Print Name: STEVE LAMBERT

Title: PARTNER

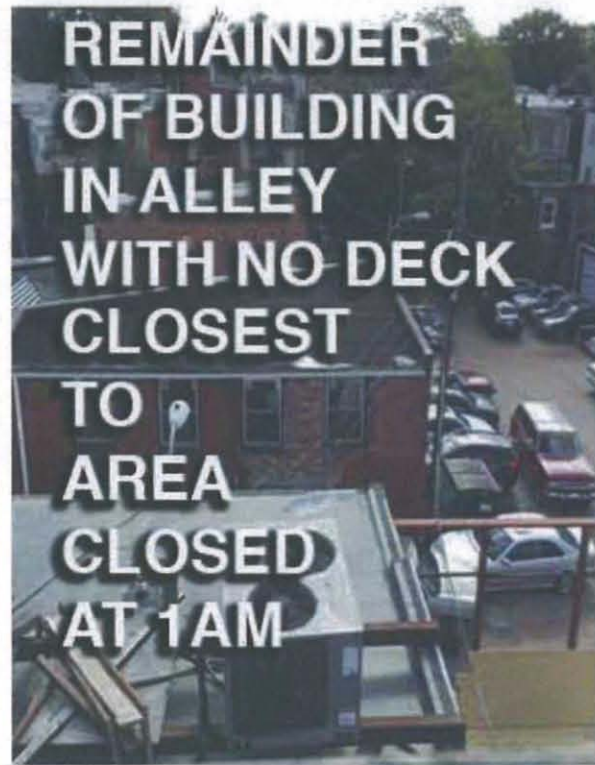
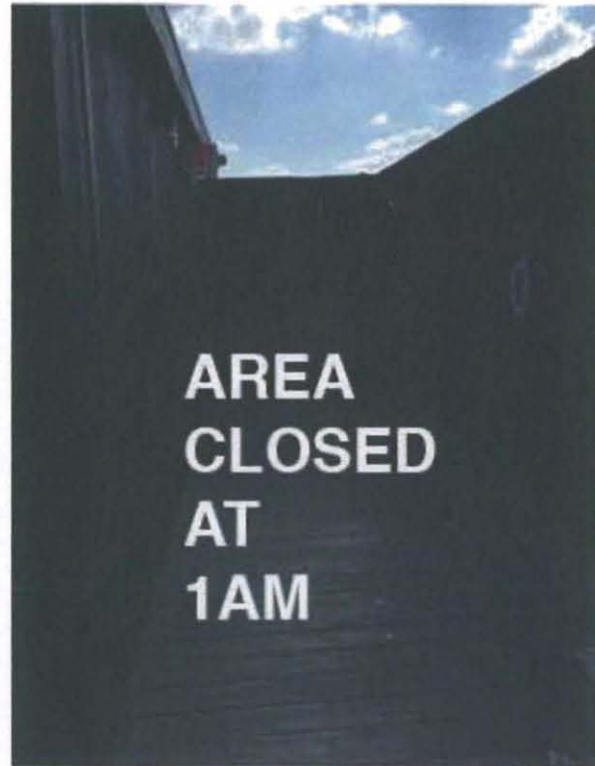
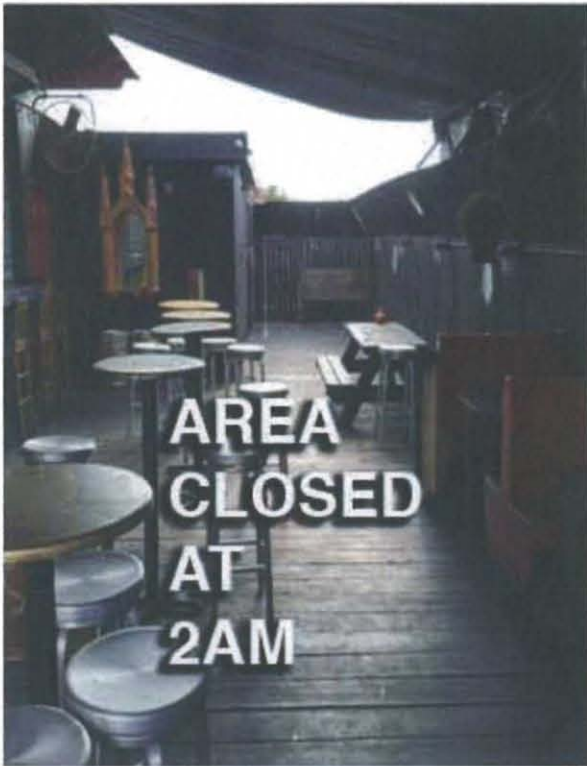
Advisory Neighborhood Commission 6A

BY: 

Print Name: Jay Williams

Title: Chair, ANC 6A ABL Committee

EXHIBIT A
PHOTOGRAPHS





District of Columbia Government
Advisory Neighborhood Commission 6A
P. O. Box 75115
Washington, DC 20013



November 5, 2014

Ms. Ruthanne Miller, Chairperson
Alcoholic Beverage Control Board
2000 14th Street, NW, Suite 400S
Washington, DC 20009

Re: ABRA #072777 (RNR LLC, t/a Rock and Roll Hotel), 1353 H Street NE

Dear Ms. Miller,

Advisory Neighborhood Commission 6A has reached a Settlement Agreement with Rock and Roll Hotel (1353 H Street NE). The jointly signed SA is attached.

At its September 11, 2014 meeting, the ANC voted 6-0 to authorize me to enter the enclosed Settlement Agreement. Now that a Settlement Agreement has been reached, the ANC is withdrawing its protest of Rock and Roll Hotel's request to terminate its previous Settlement Agreements. The parties to this protest have agreed to the ANC's withdrawal and that the enclosed Settlement Agreement should replace all previous versions.

Commissioner Alberti did not participate in the discussion of this matter, nor did he vote on it. Five Commissioners are required for a quorum. This monthly meeting was publicly announced and properly noticed. ANC 6A meetings are advertised electronically on the anc6a-announce@googlegroups.com, ANC-6A and NewHillEast Yahoo Groups, on the Commission's website, and through print advertisements in the *Hill Rag*.

If you have any questions regarding this SA, please do not hesitate to contact me.

On behalf of the Commission,

Jay Williams
Commissioner, ANC 6A05
Chair, ANC 6A ABL Committee