



Committee Reports

Alcohol Beverage and Licensing (ABL)



ANC 6A ABL Committee
December 14, 2010, 7-9 PM
Minutes

Committee members present: Mary Beatty (ANC6A05), Jaki Downs, Chair, Adam Healy (Commissioner 6A01), Michael Herman, Anne Marie Koshuta, Tish Olshefski
Committee members absent: None
Community: Coralie Farlee, Tony Puesan (HR-57), Mark Busy, Deniz Eroglu (Angelica Pizza), Mustafa Misirci (Angelica Pizza), Musa Uluim (Home Slice), Margaret Holliwell, Bernard Gibson (Twelve), Phil Toomajian, E. Slaughter (Twelve)

I. AGENDA/MINUTES

- a. **Meeting called to order at 7:02 pm.** Quorum present.
- b. **Introductions made.** Each member of the committee introduced themselves. Mary announced that she will no longer be chair as she did not run for ANC commissioner position. (At end of meeting Tish Olshefski also announced she is leaving the committee).
- c. **Agenda** - Motion to accept agenda. No objections.
- d. **Minutes** - Motion to accept November minutes presented at last ANC meeting (December 2010). No objections.

II. COMMUNITY COMMENT

III. REVIEW OF ANC6A NOVEMBR MEETING RE: ABL RECOMMENDATIONS

- 1) Report of Discussion with CM Graham's Office re: Voluntary Agreement/September hearing. Last September the ANC6A sent a letter to CM Graham's office regarding our concerns about the rejection of our VAs by Chairman Brodsky based on his position that they not include a) anything already in DC law and b) items that aren't enforceable by ABRA. ANC expressed disagreement with these two positions. Ms. Beatty spoke to CM Graham's office directly as she was not able to attend a roundtable on the topic. Our comments were well-received and taken seriously. One of the key points made by Ms. Beatty was that the VAs help to establish relationships with the owners of establishments.
- 2) License Renewals. Recommendation to not protest SOVA, Chapter II (Fruit Bat) or Rose's Dream was accepted by the ANC.
- 3) Substantial change application of Rose's Dream Addendum to VA accepted by ANC, and addendum was sent to ABRA.
- 4) Twelve-Protest Hearing Update & ABRA Investigation. Drew Ronneberg attended the roll call hearing and a mediation. He did not notify the official representative of the ANC on this matter, Mary Beatty of this mediation hearing. Dates were set for further meetings. Status hearing to be on January 5, 2011 and a protest hearing on February 2, 2011 (if no agreement is reached between the parties before that time.) Committee needs to take some steps quickly because the January 5 hearing is going to take place before our next meeting and before swearing in of a new chair. Fact-finding hearing also held re: the August incident. Conclusion of fact-finding hearing was no further action at this point.

The mediation held in November was about the issues between the proprietor of Twelve and community members (noise, complaints not heeded, use of public space



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re: trash). Meeting needs to occur with Mr. Gibson prior to the status hearing in January. Q: Did Twelve have a reimbursable detail working that night? No. Noise complaints are from the inside out with doors and windows shut. Soundproofing has been done but apparently isn't adequate. Twelve has been fined by ABRA for sound violations. Consider what would be acceptable to the community as far as noise level, perhaps language in VA about maximum level. Maybe language regarding a reimbursable detail. Will prepare some possibilities and also will arrange for a meeting ahead of the January status hearing. Mr. Gibson wants to try to work this out and work with the community.

IV. NEW BUSINESS

1) **New application - Angelico H Pizza & Tapas (1421 H Street, NE; Deniz Eroglu and Mustafa Misirci)** - Applying for a CR without an entertainment endorsement. Liquor service, primarily beer and wine, tied to the tapas. Proposing a summer garden in the back on Maryland Avenue side of the restaurant. Location is in same block as Argonaut and other restaurants in the 1300 block. The building is currently vacant and has been vacant since about 2007. Does have dwelling units in the back on the upper floors. Buildings on either side currently either vacant or infrequently used. Other vacancies on the block. Mr. Misirci started Angelico Pizza which now has 8 locations. Mr. Eroglu owned a pizza restaurant in New Orleans. Hours of service: 11 am to 2:00 am, 7 days a week (although may be closed one day a week); the oven shuts down at 10; tapas and bar only after 10. Expect alcohol sales to be around 20% of sales. Seating capacity is 48 (28 up; 20 down) plus the summer garden in season (additional 12). Summer garden is fenced now but will likely be altered. No carryout. Dumpsters on the Maryland Avenue side. Expect to open in the summer of 2011. Carryout of whole pizzas, but not by the slice. No music on the outside. Petition date is January 24, 2011. Owners are willing to sign a voluntary agreement.

Motion: Mary Beatty moves that the ANC that we not protest if we have a signed voluntary agreement prior to the petition date. Tish Olshefski second. Michael recommends that the stipulations for summer garden should be the same as for the Argonaut. Unanimous.

2) **New application - HR-57 (816 H Street, NE; Tony Puesan)** - Applying for a CT license. This establishment has been around for 19 years in a different location. It is a community-based jazz club. Have addressed trash at the rear of the building with an enclosed space at rear of building; soundproofing also as there is a soundproofed back wall between the trash area and the kitchen/bathrooms and the stage. Will only be using the first floor. The 1,800 square foot space will only hold about 100 to 105 people. Charge admission from 7:45 pm to closing with a happy-hour prior. Kitchen is simple food items with carryout available during the day. Has only had one police complaint in 19 years. Hours of operation: 11:30 am to 2:30 am, 7 days a week. Entertainment endorsement is 2:00 pm to 2:30 am. Q: What provisions in place to comply with laws about bringing in open containers. A: They do this now and have to show container when arrive. Q: Raised concern about the noise issues in the neighborhood. Wants to open mid-January, 2011.

Motion: Tish Olshefski moves that we recommend that ANC protest this license unless we have a signed VA prior to the petition date (January 10, 2011). Seconded by Mary Beatty. Unanimous.



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- 3) **Argonaut Substantial Change (1433 H Street, NE)** - We have heard from them twice and know what they plan to do. Already have a VA that deals with outside space.

Motion: Mary Beatty moves that we not protest the substantial change. Seconded by Jaki Downs. Unanimous.

- 4) **ANC 6A Standard VA Modifications** - Have a new version. Public space language in 1/h & i is acceptable. Removed the language in 2/j about surveillance cameras. The language that would push to a reimbursable detail should indicate that the impetus can come from either the MPD or the ANC. All agree to this. Other small changes were made to the document.

Motion: Mary Beatty moves that we accept the document with the changes discussed and recommend that this become the new standard voluntary agreement. Seconded by Michael Herman. Unanimous.

V. **ADJOURN**

Meeting adjourned at 9:04 pm.

Next meeting will be moved to January 18, 2011.



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DRAFT STANDARD VA
ANC 6A

Made this _____ day of _____
by and between
Name
Name of Establishment
Address
Washington DC 20002
and
Advisory Neighborhood Commission 6A

Preamble

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business in the ANC 6A community, while concurrently curtailing any adverse effects a business such as the applicant's could have on the surrounding neighborhood.

The applicant agrees to work regularly with the 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.

Further, ANC 6A acknowledges that this Voluntary Agreement shall be presented to all Class ____ applicants within the boundaries of ANC 6A. The community and merchants have agreed that it is in all the parties best interests to standardize the requirements for the operations of restaurant, tavern, and nightclub establishments within the boundaries of ANC 6A. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Voluntary Agreement that will unfairly benefit or, conversely, cause competitive disadvantage to, any individual applicant or establishment within the ANC, unless such change is required by the District of Columbia government, other authorized governmental bodies, or rule of law.

The community and merchants understand and agree that the changes imposed upon the operations of all 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 ____ Liquor License at the subject premises; and,



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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 garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean.
- c. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see 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 curb in front of the establishment to keep them free of trash and to remove snow and ice from the sidewalk and comply 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 valid public 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 all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- c. Applicant agrees to ensure that no patron bring alcohol into the establishment from outside sources, and at no time exits the establishment with alcoholic beverages, except as permitted for CR licensees under Title 25-113(b)(5)(A)(B)(C) of the DC Municipal Code .
- d. Applicant will not provide or sell alcoholic beverages “to go.” Applicant agrees not to promote or participate in bar or pub “crawls” or any other event of this nature.
- e. The licensed establishment will be managed by the applicant in person or a board licensed manager.



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- f. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
- g. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:
 - i. Proper ID required (proof of age 21 minimum to be served and assurances that ID's will be checked at all times prior to serving alcoholic beverages to patrons).
 - ii. Prohibition against selling alcohol to minors.
 - iii. Request to patrons to not 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.
 - v. Request that customers do not contribute to panhandlers.
- h. 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 (MPD) to remove loiterers if they refuse Applicant's request to move on,
 - iii. Calling the Metropolitan Police Department if illegal activity is observed,
 - iv. Keeping a written record of dates and times (a call log) when the MPD is called for assistance.
 - v. 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 which could lead to an ABRA investigation. Each incident will contain 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.
- i. Applicant's call log and incident log shall be provided to the ANC or Board during meetings or hearings involving future renewals or contested proceedings involving the Applicant's license.
- j. If data from the D.C. Metropolitan Police Department suggests that this establishment has caused, or is significantly contributing to additional crime or criminal activities in the neighborhood, including disorderly conduct, the ANC 6A ABL Committee will hold a public meeting where the Applicant and MPD are invited to discuss the data. If the Committee recommends a reimbursable detail or other action by MPD and the ANC Commission, by majority vote, agrees with the recommendation, the ANC will express its recommendation in writing to the MPD First District Commander or his/her designee. If, upon receiving this letter, MPD concurs with the ANC's assessment, it will notify the Applicant that either 1) changes need to be made to its operations that, in the opinion of MPD, are required to diminish the additional crime and/or criminal activities, or 2) Applicant shall provide to MPD funds sufficient to provide a police presence for adequate traffic and safety patrols for the ____ block of H Street, NE for the hours from ____ until closing. The police presence necessary to so maintain peace, order, and quiet, and the costs shall be determined by MPD from time-to-time and thereafter adjusted as reasonably considered necessary, in the judgment of the MPD, to compensate for the presence and the additional police resources, and the Applicant shall



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pay such costs monthly in advance on or before the 1st day of each month that it is open for business.

- l. Applicant shall not support of the installation of pay phones outside of the establishment on their property.
- m. Applicant will utilize and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.
- n. Applicant shall provide valet parking services only with valet parking companies as defined licensed and in compliance with Title 24 DCMR 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 ensure that sounds originating from within the establishment are mitigated by installing adequate sound proofing.
- b. Applicant shall not produce any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment in accordance with DC Official Code Title 25-725.
- c. In order to mitigate noise on an outdoor patio or summer garden the following steps will be taken:
 - 1) Applicant shall not offer any type of live or pre-recorded music on the patio.
 - 2) A fence or other barrier will enclose the entire perimeter.
 - 3) No fewer than two signs will be clearly posted to remind guests to keep their voices at normal speaking volume.
 - 4) Staff will monitor the outdoor area to make sure guests do not raise their voices above normal speaking tones.
 - 5) Potted plants, trees, fountains or other types of noise mitigation techniques will be incorporated into the decor.
- d. The ANC will establish a three month trial of noise levels from the outdoor area with limited hours until 11PM on weekdays and 12AM on weekends. If noise levels do not create a repeated disturbance to the neighborhood during this time period and the licensee has a record of good conduct during this time period, the hours for service on the patio may be extended to be consistent with the licensee's normal business hours. The three month time period for this applicant is _____ to _____.
- 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. All CT license holders with an entertainment endorsement must have an ABRA accepted security plan in place

4. Cooperation with ANC 6A. Applicant agrees to work on resolving issues preventing the applicant from fulfilling its obligations under this cooperative 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 SMD's are adjacent to the location of the establishment.



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5. Modifications. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC6A, if applicant desires to modify the terms of this agreement, the applicant, prior to implementing the change(s), shall receive written agreement from ANC6A after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

6. Miscellaneous:

- b. Applicant shall post a copy of this voluntary agreement in the establishment in conjunction with the posting of its alcoholic beverage license.
- c. Applicant will operate in compliance with all applicable DC laws and regulations.

7. Enforcement:

- a. If either party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant and the applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default.
- b. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others shall immediately petition the ABC Board for a “show cause” hearing pursuant to 23 D.C.M.R. 1513.5.
- c. This cooperative agreement is binding on the 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.

Applicant:

By: _____ Date: _____

Signature: _____

Advisory Neighborhood Council 6A Representative:

By: _____ Date: _____

Signature: _____