



District of Columbia Government Advisory Neighborhood Commission 6A Agenda for January 12, 2017



Second (2nd) Thursdays at 7:00 pm, Miner Elementary, 601 Fifteenth (15th) Street NE
Public Meeting - All Are Welcome to Attend

- 7:00 pm **Call to order, Organizational actions**
1. Call of the roll and announce the presence of a quorum
 2. Motion to adopt the Commission Rules
 3. Motion to elect officers (Chair, Vice Chair, Secretary, Treasurer)
 4. Motion to elect members and leaders of the permanent Committees for 2017
Economic Development and Zoning Committee - Brad Greenfield (Chair), Jake Joyce, Missy Boyette, Justin Thornton, Michael Hoenig, Stephanie Zimny.
Transportation and Public Safety Committee - Omar Mahmud (Co-Chair), Todd Sloves (Co-Chair), Jeff Fletcher, Andrea Adleman, Lara Levison, Hassan Christian, Elizabeth Nelson.
Alcohol Beverage Licensing Committee- Jay Williams (Co-Chair), Christopher Seagle (Co-Chair), Roger Caruth, Michael Herman, Justin Rzepka, Mark Samburg
Community Outreach Committee- Dana Wyckoff (Chair), Roni Hollmon, Gladys Mack, Joyce West.
 5. Motion to adopt a schedule of monthly meetings, on the second Thursday of each month, for 2017 (except August): February 9, March 9, April 13, May 11, June 8, July 13, September 14, October 12, November 9, and December 14.
 6. Motion to participate in and to authorize the Treasurer to write a \$25.00 check to participate in the ANC Security Fund.
- 7:10 pm **Approve Previous Meeting's Minutes, Adopt Agenda**
- 7:11 pm **Community Presentations**
- RFK Campus Redevelopment Project Update - Max Brown, Chairman, Events DC
U.S. Attorney's Safety & Criminal Justice Update - Doug Klein, Community Prosecutor
FRESHFARM H Street NE Farmers Market - Amber Breitenberg, Senior Manager
- 7:45 pm **Officer Reports**
- Chair
Vice-Chair
Secretary
Treasurer *pg. 8*
1. Approve Treasurer's Report
 2. Approve FY17 First (1st) Quarter Financial Report
- 7:55 pm **Standing Committee Reports:**
- Community Outreach pg. 10**
1. Approve December 2016 committee report.
 2. Next meeting - 7:00 pm, January 23, 2016 (4th Monday)
- 7:56 pm **Alcohol Beverage Licensing pg. 11**
1. Approve December 2016 committee report.
 2. **Recommendation:** The ANC approve the Settlement Agreement with Bespoke 1337 LLC, t/a Hill Prince, at 1337 H Street NE.



District of Columbia Government Advisory Neighborhood Commission 6A Agenda for January 12, 2017



Second (2nd) Thursdays at 7:00 pm, Miner Elementary, 601 Fifteenth (15th) Street NE
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3. **Recommendation:** The ANC approve the Settlement Agreement with Naomi's Ladder II LLC, at 1123 H Street NE.
4. **Recommendation:** The ANC support a stipulated license for Naomi's Ladder II LLC, at 1123 H Street NE.
5. **Suggested Motion:** The ANC approve the Settlement Agreement with Ben's Chili Bowl/Ben's Upstairs, at 1001 H Street NE and withdraw its protest of the establishment's license application and request for an Entertainment Endorsement.
6. Next meeting - 7:00 pm, January 17, 2016 (3rd Tuesday)

8:20 pm

Transportation and Public Space Committee pg. 32

1. Approve December 2016 committee report.
2. **Recommendation:** ANC 6A provide a letter of support for the 2017 Rock and Roll Marathon and Half-Marathon contingent on the provision of the following conditions:
 - A. A summary and description of the usage and location of TCOs in or adjacent to ANC 6A;
 - B. A description of the door hanger campaign and which neighborhoods in ANC 6A will receive door hangers, including a quality control program to ensure the door hangers are not left in front yards;
 - C. A description of the location of crossings along parts of the route in ANC 6A;
 - D. A description of the bus stop and/or bus notification campaign for X2, 90 and 92 buses;
 - E. Confirmation that the Tenth (10th) Street NE checkpoint will be open to allow Capitol Hill Towers residents to access their parking lot entrance on 10th Street;
 - F. Confirmation that staging of Department of Public Works (DPW) trucks will be at RFK Stadium and not on neighborhood streets;
 - G. Notification of any other ANCs that express opposition to the event and the reasons for the opposition.

Additionally, ANC 6A declare its support for keeping the marathon on H Street NE; and urge the Metropolitan Police Department (MPD) to reopen street closures as soon as all runners and marathon staff have cleared the area.

3. Next meeting - 7:00 pm, January 23, 2016 (4th Monday - delayed due to MLK holiday)

8:25 pm

Economic Development and Zoning pg. 36

1. Approve December 2016 committee report.
2. Next meeting - 7:00 pm, January 18, 2016 (3rd Wednesday)

8:30 pm

New Business

Letter to Council/Mayor calling for collaborative response to problems identified in Washington Post "Youth Rehabilitation Act" investigation

8:35 pm

Single Member District reports (1 minute each)

8:45 pm

Community Comments (2 minutes each)

8:55 pm

Adjourn



**District of Columbia Government
Advisory Neighborhood Commission 6A
Agenda for January 12, 2017**



Second (2nd) Thursdays at 7:00 pm, Miner Elementary, 601 Fifteenth (15th) Street NE
Public Meeting - All Are Welcome to Attend



Advisory Neighborhood Commission 6A Meeting Minutes of December 10, 2015



Advisory Neighborhood Commission (ANC) 6A Minutes Miner Elementary School December 8, 2016

Present: Commissioners Phil Toomajian (Chair), Matt Levy, J. Omar Mahmud, Patrick Malone, Sondra-Phillips-Gilbert, Mike Soderman, Calvin Ward, Stephanie Zimny

The meeting convened at 7:00 pm.

The minutes for the ANC November 2016 meeting and the agenda for the December 2016 meeting were accepted without changes or objection.

Officer Reports

Chairman Phil Toomajian advised that the DC Department of Housing and Community Development (DCHD) did not approve the application from 1300 H Street NE for affordable housing, but that he and the developer would be following up to find other options to provide affordable housing at the location; gave a brief update on the Maryland Avenue Corridor Pedestrian Safety Project which is approaching the sixty-five percent (65%) design point; and shared concerns regarding the Washington Post investigation into problems associated with the application of DC's "Youth Rehabilitation Act" that have led to recidivism. Mr. Toomajian indicated that he was completing training with the Metropolitan Police Department's (MPD) Community Engagement Academy and encouraged members of the public to participate in this program. Mr. Toomajian further advised that Councilmember-At-Large David Grosso, who chairs the DC Council's Education Committee, is slated to attend the February 2017 ANC 6A meeting, Ward 6 Councilmember Charles Allen is scheduled for March 2017, and that Councilmember-At-Large Elissa Silverman will meet with the ANC 6A in the next year on a date to be determined. Mr. Toomajian closed with remarks of appreciation to Commissioner and Vice Chair J. Omar Mahmud for his years of tireless dedication to ANC 6A, including over a decade chairing the Transportation and Public Space (TPS) Committee. Newly-elected Commissioner Marie Claire Brown will represent ANC 6A01 beginning in January 2017.

Treasurer's Report. Commissioner Stephanie Zimny delivered the Treasurer's Report. The opening balance in the checking account was \$17,792.24, with a forwarding balance of \$4,621.20. There were disbursements of \$450.00 to Irene Dworakowski (Check 1766) for agenda/web master services; \$650.82 to FedEx; (Check 1767) \$200.00 for November 2016 minutes; (Check 1768) \$3,651.46 to Capital Community News (ANC Advertising); (Check 1769) leaving a balance of \$13,958.04, in the checking account and \$13,746.90, including a \$.024 interest deposit in the savings account. A Petty Cash Summary was included in the report showing a forwarding balance of \$25.00. The report was accepted without objection.

Committee Reports:

Community Outreach Committee (COC)

The November 2016 COC was accepted without objection.

Next meeting - 7:00 pm, December 19, 2016 (3rd Monday usually 4th Monday).

Alcohol Beverage Licensing (ABL)

The November 2016 ABL Committee Report was accepted without objection.



Advisory Neighborhood Commission 6A Meeting Minutes of December 10, 2015



Motion: Mr. Mahmud moved and Commissioner Mike Soderman seconded a motion that the ANC protest the request for an Entertainment Endorsement by Ben's Chili Bowl/Ben's Upstairs unless the establishment agrees to a Settlement Agreement that prohibits entertainment on the roof deck and sidewalk café. The motion passed (7-1).

Motion: Commissioner Stephanie Zimny moved and Mr. Toomajian seconded a motion that the ANC support a stipulated license for Bespoke 1337, LLC (1337 H Street NE), but reserve its right to protest the full license until after the ABL Committee has given full consideration to the application at its December 2016 meeting. The motion passed (8-0).

Next meeting - 7:00 pm, December 20, 2016 (3rd Monday)

Transportation and Public Space Committee (TPS)

No report. The TPS Committee did not meet in November 2016.

Next meeting - 7:00 pm, December 19, 2016 (3rd Monday)

Economic Development and Zoning (EDZ)

Old Business

Recommendation: The Committee made a recommendation that ANC 6A write a letter to the Board of Zoning Adjustment (BZA) in support of the application of the owners of 600 Ninth (9th) Street NE (BZA #19355) for variances from the non-conforming structure requirements of Subtitle C section 202-2, the lot occupancy requirements of Subtitle E section 304.1, and the rear yard requirements of Subtitle E section 306.1, to permit the location of multiple decks over an existing rear-attached garage, on the condition that owners supply letters of support from the neighbors. No vote was taken as Mr. Toomajian referred the matter back to the EDZ Committee for further discussion and review with the consent of the applicant due to concerns raised by nearby neighbors that need to be addressed.

Recommendation: The Committee made a recommendation that ANC 6A sponsor an application to the Historic Preservation Review Board (HPRB) for historic designation of Emerald Street NE.

Motion: Mr. Soderman moved and Mr. Mahmud seconded a motion to reopen debate on the above referenced recommendation. The motion passed (8-0). Extended discussion ensued.

Motion: Mr. Soderman moved and Ms. Zimny seconded a motion that the ANC 6A submit the Emerald Street Historic Designation application to the HPRB as written. The motion passed (5-3).

New Business

The November 2016 EDZ Committee report was accepted without objection.

Next meeting - 7:00 pm, December 21, 2016 (3rd Wednesday).

Single Member District Reports

Commissioner Patrick Malone (6A05) advised that requests for sidewalk re-pavement are being addressed with the assistance of the new Ward 6 Outreach Specialist from the Mayor's office, Ms. Tynisha S. Owens, and spoke words of support to outgoing Commissioner Mahmud for his work in behalf of the ANC 6A community.



Advisory Neighborhood Commission 6A Meeting Minutes of December 10, 2015



Commissioner Matt Levy (6A04) advised that assistance is being sought from the DC Department of Transportation (DDOT) regarding a request for a change in the traffic patterns around Maury Elementary School. Commissioner Levy commended outgoing Commissioner Mahmud for his efforts in behalf of ANC 6A.

Commissioner Sondra Phillips-Gilbert (6A07) spoke of food donation and distribution efforts for the holiday season to assist those in need, and thanked Commissioner Mahmud for his work in behalf of the residents of ANC 6A.

Commissioner Zimny (6A06) advised that the new Chick-Fil-A restaurant at Fourteenth (14th) Street and Maryland Avenue NE will not have seating but will be a drive-thru only and expressed appreciation to Chairman Toomajian and Commissioner Mahmud for their work in behalf of the constituents of ANC 6A.

Commissioner Ward (6A08) mentioned a recently held meeting address community crime issues; mentioned community resident concerns regarding package delivery thefts; spoke of an upcoming meeting regarding a pending application for designation of a Kingman Park Historic District; and finally, gave words of appreciation to the Chair and Commissioner Mahmud for their efforts in support of the ANC 6A community.

Commissioner Soderman (6A03) relayed words of support to fellow ANC 6A Commissioners and to the Chairman Toomajian; spoke of community food drives, mentioned an uptick in nuisance crimes; and commended long time neighborhood resident, Mr. William Outlaw.

Commissioner Mahmud (6A01) mentioned efforts to address ongoing traffic management issues at the 800 block of Seventh (7th) Street NE, resulting in the reduction of parking for neighborhood residents.

Commissioner Toomajian (6A02) mentioned that the renovation is almost completed at the Madison Building on Tenth (10th) and G Streets NE; that the lights are back on at the Sherwood Recreation Center; that he and DC Department of Parks and Recreation (DPR) will be working with the Urban Forestry Administration to plant trees at the Sherwood Recreation Center; and that ongoing efforts are being made to continue working with the MPD regarding crime issues in the area.

Community Comments

Ms. Theresa DuBois Community Outreach and Engagement Manager, DC Events; mentioned that the next RFK Campus Redevelopment Project meeting will take place on Thursday, January 5, 2017, from 6:30-pm-8:30pm, at the Walter E. Washington Convention Center, 801 Mount Vernon Avenue NW, Room 146ABC, Washington, DC 20001; additional information can be obtained at: www.rfkfuture.com.

The meeting adjourned at 8:40 pm.



Advisory Neighborhood Commission 6A Community Presentations



January xx, 2017

Mr. Leif A. Dormsjo
Director, District Department of Transportation
55 M Street SE
Washington, DC 20003

RE: FRESHFARM Market at H and 13th Streets NE

Dear Director Dormsjo:

At a regularly scheduled and properly noticed meeting¹ on January 12, 2017, our Commission voted X-X (with 5 Commissioners required for a quorum) to support the continuation of the FRESHFARM H Street NE farmers market in 2017.

The H Street Market well serves our community by providing wonderful and healthy local products to a wide range of residents. ANC 6A strongly supports the continuation of the market at the same site as last year – on Thirteenth (13th) Street NE, north of H Street NE and south of Wylie Street NE. The permit should be granted for every Saturday from April through December 2017 from 8:00 am until 1:00 pm as agreed to by the District Department of Transportation (DDOT) and FRESHFARM Markets.

Please also ensure that the very popular H Street Festival does not prevent the market from opening on the date that it is scheduled this year. Last year, the market continued until its normal closing time on the day of the festival and the market vendor vehicles exited north on Thirteenth (13th) Street without disrupting the festival activities. This arrangement appeared to work well for both the market and the festival.

Thank you for giving great weight to the recommendation of ANC 6A.

On behalf of the Commission,

Phil Toomajian,
Chair, Advisory Neighborhood Commission 6A

¹ ANC 6A meetings are advertised electronically on the anc6a-announce@yahoogroups.com, anc-6a@yahoogroups.com, and newhilleast@yahoogroups.com, at www.anc6a.org, and through print advertisements in the Hill Rag.



Commission Letters of December 10, 2015 Meeting



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



December 8, 2016

Mr. Donovan Anderson, Chairperson
Alcoholic Beverage Control Board
2000 14th Street, NW, Suite 400S
Washington, DC 20009

Re: ABRA-104782 (Bespoke 1337, LLC t/a TBD, 1337 H Street NE)

Dear Mr. Anderson,

Please be advised that at the December 8, 2016 meeting of Advisory Neighborhood Commission 6A, with a quorum present, the Commission voted (8-0) to support a stipulated license for Bespoke 1337, LLC, trade name TBD (ABRA-104782), located at 1337 H Street NE. This vote took place at the ANC's regular and publicly announced meeting.¹ Although the ANC is supporting a stipulated license, it does so without prejudice to its ability to protest the applicant's license should the ANC determine such a protest is necessary after a full consideration of the application. Should the ANC determine that a protest is necessary, we will notify the Board prior to the Petition Deadline of January 16, 2017.

I, as the Co-Chair of the ANC 6A Alcohol Beverage Licensing Committee, will be the primary representative of the ANC in this matter. The ANC's Chair (Phil Toomajian), Commissioner and the ABL Committee's Co-Chair (Christopher Seagle) are also authorized to represent the ANC before the Board with respect to this application. I can be reached at 202-906-0657 or WilliamsANC6A05@gmail.com.

On behalf of the Commission,

Jay Williams
Co-Chair, ANC 6A ABL Committee

¹ ANC 6A meetings are advertised electronically on anc6a-announce@yahoogroups.com, ANC-6A@yahoogroups.com, and newhilleast@yahoogroups.com, at www.anc6a.org, and through print advertisements in the *Hill Rag*.



Officer Reports - Treasurer



ANC 6A Treasurer's Report December 2016

Period Covered 12/1/2016-12/31/2016

Checking Account:

Balance Forwarded \$ 4,621.20

Total Receipts \$ 9,005.76

Total Funds Available \$ 12,839.96

Disbursements:

Irene Dworakowski (Agenda/Web Master Dec 2016)	CK#1770	\$	450.00
FedEx (Nov)	CK#1771	\$	183.50
Gail John (Note Taking)	CK#1772	\$	200.00
ANC Security Fund	CK#1773	\$	25.00
Miner PTO grant	CK#1774	\$	756.41

Total Disbursements

\$ 1,614.91

Ending Balance \$ 11,225.05

Savings Account:

Balance Forwarded \$ 13,746.90

Receipts Interest 12/20/16 \$ 0.24
Deposit -

Total Receipts \$ 0.24

Total Funds Available \$ 13,747.14

Disbursements \$ -

Ending Balance \$ 13,747.14

PETTY CASH SUMMARY

Balance Forwarded \$ 25.00

Deposit to Petty Cash \$ -

Total Funds Available \$ 25.00

Disbursements \$ -

Total Disbursements \$ -

Ending Balance \$ 25.00



Officer Reports - Treasurer



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Quarterly Report - ANC 6A, 2017 Q1

Balance Forward		\$13,671.24
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Receipts

District Allotment	\$0.00
Interest	\$0.00
Other	\$0.00
Transfer From Savings	\$0.00

Total Receipts	\$0.00
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Total Funds Available	\$13,671.24
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Disbursements

1.	Personnel	\$0.00
2.	Direct Office Cost	\$0.00
3.	Communication	\$3,651.46
4.	Office Supplies, Equipment, Printing	\$980.82
5.	Grants	\$0.00
6.	Local Transportation	\$0.00
7.	Purchase of Service	\$2,128.20
8.	Bank Charges, Transfers and Petty Cash	\$0.00
9.	Other	\$0.00

Total Disbursements	\$6,760.48
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Ending Balance	\$6,910.76
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Approval Date By Commission: _____

Treasurer: _____

Chairperson: _____

Secretary Certification: _____

Date: _____

I hereby certify that the above noted quarterly financial report has been approved by a majority of Commissioners during a public meeting in which there existed a quorum.



Committee Reports

Community Outreach Committee (COC)



Minutes

ANC 6A Community Outreach Committee (COC) of
Advisory Neighborhood Commission (ANC) 6A
Regular Meeting - December 19, 2016
Maury Elementary School
1250 Constitution Avenue NE, Washington, DC

Meeting called to order at 7:00 p.m.
No quorum.

COC members present: Gladys Mack, Dana Wyckoff (Chair)
COC members absent: Roni Hollmon, Joyce West, Raphael Marshall
ANC Commissioners present: None
Community members present: None

The Committee did not have a quorum.

Confirmation of Next Meeting Date

The next meeting will be held Monday, January 23, 2017 at Maury ES, 1250 Constitution Ave NE (enter from 200 block of 13th Street) at 7 p.m.

Meeting adjourned at 7:30 p.m.

For more information about the ANC6A Community Outreach Committee or the ANC 6A grant process, please contact Dana Wyckoff at wyckoffdana@gmail.com



Committee Reports

Alcohol Beverage and Licensing (ABL)



Minutes

Alcoholic Beverage Licensing (ABL) Committee Advisory Neighborhood Commission (ANC) 6A

December 20, 2016

Pursuant to notice duly given, a meeting of the Alcoholic Beverage Licensing Committee (“Committee”) of ANC 6A was held commencing at 7:00 pm on December 20, 2016 at Sherwood Recreation Center, 640 Tenth (10th) Street NE, Washington, DC 20002.

Committee Members Present: Jay Williams (Co-Chair), Christopher Seagle (Co-Chair), Roger Caruth, and Justin Rzepka.

Committee Members Absent: Mark Samburg, Michael Herman, and David Oberting.

Commissioners Present: Phil Toomajian

Community Members Present: Jayne Price (Naomi’s Ladder II), David Wiseman (Hill Prince), Matt Minora (Hill Prince), Tim Hurley, Larry Janezich (Capitol Hill Corner), Claude Labbe, Jason Martin (Naomi’s Ladder II), Cami Mazard (Naomi’s Ladder II), Dan Cronih, Kathryn Paniagua, Luis Paniagua, Denise Corte.

I. Call to Order

Mr. Williams called the meeting to order at 7:10pm. The meeting proceeded with a quorum present.

II. Community Comment

None.

III. Old Business

None.

IV. New Business

- **Discussion of request for new CT license filed by Bespoke 1337 LLC (1337 H Street NE).**
 - Mr. Williams preceded the discussion by noting that because of placard timing, the ANC had already approved a stipulated license, with the understanding that it was reserving its rights for a full protest should the ABL Committee recommend one was necessary (and the ANC approved such a vote).
 - Mr. Wiseman and Mr. Minora presented on behalf of the owners. He stated that they own other establishments in DC, including DGS Deli and Whaley’s on the Southwest Waterfront. The establishment’s name will be Hill Prince.
 - Mr. Wiseman stated that their vision is a casual, neighborhood cocktail bar where all cocktails are \$10.00. There will be a carriage house in the back serving craft beers and other drinks. They hope to have DJs on the weekend on occasion, and also ambient, soul, and funk music.
 - The owners plan to host patio parties, activate the neighborhood, and be a neighborhood destination.
 - Mr. Seagle asked if the patio space is surrounded by walls on all four sides. Mr. Wiseman stated that it is, and compared the space to the outdoor space of Maketto.
 - Mr. Minora noted that the establishment was only seeking an entertainment endorsement for the interior of the location, not the outdoor space.



Committee Reports

Alcohol Beverage and Licensing (ABL)



- Mr. Wiseman stated that they are hoping to open by January 15, but that could push back due to the holidays and other factors. The hope is that the front bar will open by January 15, 2017, and the back bar will open later in March 2017.
- Mr. Seagle asked if there would be food served. Mr. Wiseman said they plan to provide bar snacks, and they hope to bring in third party vendors for pop-up events and the like.

Mr. Williams moved/seconded by Mr. Seagle, to recommend that the ANC protest the license for Bespoke 1337 LLC unless a signed settlement agreement is submitted to the ANC prior to the protest date. The motion passed 3-0 (Mr. Caruth was not present for the vote).

- **Presentation by new ownership group at 1123 H Street NE (formerly Touché, formerly XII Restaurant & Lounge)**
 - Ms. Mazard, Ms. Price, and Ms. Gibson presented on behalf of the new owners (Naomi's Ladder II).
 - Ms. Mazard stated that the former license holder at this location had the license canceled; she stated that the "bad actor" had been weeded out, and they were hoping to move forward with new owners. The owners recently received a grant from H Street Main Street.
 - The theme for the new establishment is tapas, and they plan to provide small bites throughout the restaurant. They also plan to renovate the rooftop in order to take advantage of the views from the room. They also plan to do more soundproofing in the future.
 - Ms. Price stated that she was excited about the plans, the new entity, and the new partnership. She stated that she has a better understanding of what the community is looking for. She also stated that she is excited about the catering piece of the new business, and that the grant they received would help with catering and operations. She also stated that they were hoping to partner with Jason Martin on their rooftop plans.
 - Mr. Martin stated that he is in negotiations to take over the rooftop at this location. He wants to discuss issues relating to sound, music, and operations.
 - Mr. Williams inquired what it meant for Mr. Martin to "take over" the rooftop.
 - Mr. Martin clarified that he would sublease the space and be in control over all rooftop operations. He stated that he was interested in receiving the same concessions that Rock and Roll Hotel and H Street Country Club received.
 - Mr. Seagle asked for clarification about the grant; Ms. Mazard stated that the grant was from the Great Street program and was for the catering portion of the business.
 - Ms. Price stated that she has plans to renovate the ceiling of the second level to help mitigate noise.
 - Ms. Mazard stated that the establishment was applying for a catering license concurrently.
 - Mr. Williams asked for clarification from Ms. Mazard regarding weeding out "bad actors." Ms. Price stated that she is under a confidentiality agreement and cannot divulge much information. She stated that when she was assisting with Touché, she was the person people saw on a day-to-day basis, but she did not have the ability to make changes that would have allowed the business to comply with settlement agreement issues.
 - Mr. Seagle asked who the day-to-day manager was at Touché, and Ms. Price stated that she was; she was the minority owner as well, but that she couldn't control what was going on and she did not book the talent on the rooftop.



Committee Reports

Alcohol Beverage and Licensing (ABL)



- Mr. Seagle asked who booked the talent, and Ms. Price responded that this was handled by the owner, Wanda James.
- Mr. Williams asked Ms. Price what she would have done differently if she had been in control of the business. Ms. Price stated that she would have had more control over enforcing the rules, such as those related to the capacity of the roof and whether patrons could be standing or sitting.
- Mr. Williams stated that he had strong concerns about the new establishment. He stated that both Touché and XII had been the businesses that were responsible for by far the largest volume of complaints from neighbors, and he repeatedly saw a lack of concern, if not outright hostility, from ownership towards neighbors. Mr. Williams stated that when Ms. Price was running Touché, it openly violated the Settlement Agreement, and even when they went to a protest hearing over these issues, she continued to minimize neighbor concerns and ignore clear guidance in the Settlement Agreement.
- Mr. Williams stated that he had worked with Mr. Seagle and Commissioner Toomajian to draft a Settlement Agreement that was more restrictive than the ANC's standard agreement due to the past history at this location and the fact that the current ownership group had direct ties to those previous entities. Mr. Williams stated that he felt that a full protest would be justified here, and the fact that the ANC was willing to consider an agreement at all should be considered a concession. Mr. Williams stated that he did not feel comfortable agreeing to any changes to the draft SA that would loosen the restrictions on the establishment, because he felt that the owners had to prove that they truly are willing to work with the neighborhood and be good neighbors first.
- Mr. Seagle stated that he sat through the Touché protest hearing, and felt that Ms. Price fought the ANC and neighbors on every single issue they were raising. He noted that Ms. Price was the day-to-day manager and had control over Touché's operations. He stated that he agreed with Mr. Williams that the fact that the ANC was even discussing a Settlement Agreement was a major concession.
- Ms. Mazard stated that the owners are hoping to avoid a protest, and they want to work with the ANC and neighbors. She stated that they reached out to Mr. Martin to help figure out how to be good citizens.
- Ms. Price stated that she did not believe any of the complaints lodged against Touché were substantiated at the time. She stated that when Alcoholic Beverage Regulation Administration (ABRA) investigators showed up, the complaints that were being made were not, in fact, happening. She stated that when compared to XII's history, Touché had no flagrant violations, especially related to noise.
- Ms. Price stated that she is moving forward on plans for the culinary academy that she had always planned, and that she needed the funds from the grant to do so, and also that the prior owners were not financially supportive of this endeavor.
- Ms. Mazard stated that they had to go to landlord-tenant court to evict the prior owner.
- Mr. Seagle asked who owned the building. Ms. Mazard stated it's owned by an entity in Maryland called Gelbe Real Estate. The entity is based at 4200 Wisconsin Avenue, NW in DC, zip 20016.
- Ms. Price stated that the owners want to build trust with the neighborhood. When she came in with Touché, she had lofty goals and thought she had support from the majority owner, but it turned out she did not. She believes she now has more stake in the business and her name is on the license.



Committee Reports

Alcohol Beverage and Licensing (ABL)



- A neighbor representing the condo association at 1115 H Street NE stated that he has lived on this block for eighteen (18) months, and the block has been noticeably better since Touché closed. He stated there were fights, police showing up regularly, and at closing time patrons would spill out of the building causing issues. He stated that he understands that there are bars and drunk people on H Street, but this seemed like a worse problem. He stated that many neighbors are concerned this is simply “Touché Part 2.”
- Another neighbor at 1115 H Street NE stated that his bedroom is adjacent to the eastern side of the second floor above Family Dollar, and when Touché was open he always heard thumping music late at night. Since Touché has been closed, he has slept much better. He stated that he always considered Touché a nuisance.
- Mr. Labbe stated that he has attended many meetings concerning Touché and XII, and was constantly told that Touché had no relation to XII, but now we are here with owners connected to both businesses. Mr. Labbe stated that he felt Ms. Price was still questioning the neighbors’ complaints, but that all neighbors knew exactly where noise issues originated.
- Mr. Williams asked if the rooftop plans still included yoga, cigars, and hookah.
- Mr. Martin stated that he is interested in having a beer garden, and reiterated that he was interested in terms similar to H Street Country Club and Rock and Roll Hotel.
- Commissioner Toomajian responded that this is a non-starter. He stated that there were demonstrated patterns of problems with the operations at this property, and those problems seemed to be worse on the roof deck. Commissioner Toomajian stated that the ANC worked with Rock and Roll Hotel and H Street Country Club because they had a history of cooperation, and that the ANC must live with whatever agreement is reached even if the license is later sold. Commissioner Toomajian also stated that this is a corner property that is across the street and adjacent to residences.
- Commissioner Toomajian also stated that he received more complaints about Touché in the two years it was in business than all other businesses in ANC 6A combined.
- Ms. Mazard stated that the part of the SA they found most difficult is the ban on prerecorded music.
- Mr. Williams said he would be willing to discuss relaxing the ban on prerecorded music later, but not before the owners show a willingness to be good neighbors. He stated that any relaxation of terms would have to be voted on by the ANC. Mr. Seagle agreed.
- Mr. Caruth stated that he missed some of the past meetings related to Touché and did not attend the protest hearing, so he did not have enough information at the time. Mr. Caruth stated that he sees trash from H & Pizza all over the street, and the block also had a liquor store with loitering issues. He stated that he does not have a problem with these discussions, but he believes there needs to be equity in what neighbors are considering.
- Mr. Caruth stated that he believed benefit of the doubt was given to Touché, and that they fell short at times. He stated that he believed the ANC should not be taking a blanket approach to businesses, because each has its own physical makeup and other differing plans. Mr. Caruth stated that the businesses are here to make money, and, at the end of the day, this is an advisory committee, and ABRA is responsible for setting rules and enforcing them.
- Mr. Rzepka stated that he understands that this location has been a chronic problem. He stated that he defers to Mr. Williams and Mr. Seagle and the ANC, but he does believe this establishment has been the most significant issue faced while he has been on the Committee, and he agrees with approaching the license with a healthy dose of skepticism.



Committee Reports

Alcohol Beverage and Licensing (ABL)



- A neighbor stated that she lives across the street with a clear view of the roof deck. She stated that there were many broken promises related to the roof deck of Touché. She stated that she contacted ABRA with noise complaints, and when she called Touché nobody picked up the phone. She stated that she knew she was purchasing a home in a neighborhood with bars and restaurants, but she believed there were too many broken promises and too much noise here. The neighbor stated that she does not want to hear music and yelling in her bedroom late at night.
- Ms. Mazard asked neighbors whether they would be comfortable with just pre-recorded music on the roof. Neighbors responded that the music they heard was never simply “background music,” and that background music may be acceptable.
- Mr. Seagle asked Ms. Mazard if the owners would be willing to sign the draft Settlement Agreement that Mr. Williams provided with no changes. Ms. Mazard stated that they would, provided that the ANC agreed to revisit the SA within at least a year.
- Mr. Williams explained the new terms of the Agreement to neighbors, primarily that if the ANC received three noise complaints within a year, the ANC could vote to restrict Touché’s roof deck hours to 8:00 pm. Also, the Agreement prohibits all music on the roof, and capacity was capped at fifty (50) patrons, all seated, for dining only.
- Mr. Martin asked if the ANC would be more amenable to a completely separate license and operator on the roof altogether. He stated his vision was to do movie nights and have a beer garden, and expressed concerns about the restrictions being discussed.
- Commissioner Toomajian stated that he believed this was a completely different situation than Mr. Martin’s other businesses, and the ANC would be unlikely to agree to more relaxed terms.
- Commissioner Toomajian asked neighbors about noise issues coming from inside the establishment. One neighbor stated that he believed the noise was coming through the walls. Ms. Mazard stated that she would be happy to host a walkthrough for this neighbor and attempt to determine what was causing the noise concerns.
- Commissioner Toomajian stated that he hoped to see tangible steps taken to better soundproof the establishment before the next ANC meeting.
- Commissioner Toomajian asked some additional clarifying questions:
 - What is the current ownership group? Ms. Gibson is 90% owner, Ms. Price is 10%. Ms. Gibson will be focused on the catering, and Ms. Price would be focused on the tavern/restaurant.
 - What does it mean to have a catering license and a liquor license? The catering license is required to serve alcohol at events off-premises being catered by the establishment.
 - Is there a new kitchen space? Not a new space, but adding more equipment.
 - What will be the day-to-day operations? Will there be comedy and other performances on the roof? Nothing on the roof; the owners agree to start with nothing and build trust with the neighborhood first.

Mr. Williams moved, seconded by Mr. Seagle, that the ANC protest the license application by 1123 H Street NE unless a signed settlement agreement containing the terms in the version Mr. Williams had drafted was submitted prior to the protest date. The motion passed 4-0.

V. Adjourn

The Committee adjourned at 8:10 pm.



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Made this _____ 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.

Settlement Agreement between Bespoke 1337, LLC and ANC6A

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- 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

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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

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Alcohol Beverage and Licensing (ABL)



- 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

Settlement Agreement between Bespoke 1337, LLC and ANC6A
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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.

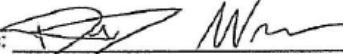
In Witness Whereof

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: _____ Date: _____

Signature: _____



Committee Reports

Alcohol Beverage and Licensing (ABL)



Made this _____ day of _____, 20____

by and between

Naomi's Ladder II, LLC
1123 H Street, NE
Washington DC 20002

and

Advisory Neighborhood Commission 6A

Preamble

Through this Agreement, both parties aim to create an environment whereby 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

Settlement Agreement between Naomi's Ladder II, LLC and ANC6A

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- 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 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 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. Applicant shall not ever turn over operations and/or management of the licensed establishment to third party promoters.
- g. Applicant, and all employees that are designated to serve alcoholic beverages, shall attend and complete an alcoholic beverage server training course/seminar.
- 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 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

Settlement Agreement between Naomi’s Ladder II, LLC and ANC6A

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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. 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.
- m. To the extent windows and/or doors are used for ventilation purposes, applicant shall close such windows and doors by 10:00pm to prevent disturbances to the surrounding neighborhood.
- n. Applicant shall not use laser light shows, strobe lights, and/or A-frame signs as methods to attract customers.
- o. To the extent smoking is permitted on the roof deck, Applicant shall not permit smoking on the southern half of the roof deck, to prevent smoking odors from affecting nearby residents.

3. Music / Dancing / Entertainment.

- a. Applicant agrees to ensure that sounds originating from within the establishment are mitigated by installing adequate soundproofing.
- 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 non-residential premises, 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 a sidewalk café or summer garden the following steps will be taken:
 - i. Applicant shall not offer any type of entertainment or pre-recorded music on the summer garden and/or sidewalk café;
 - ii. A fence or other barrier will enclose the entire perimeter;
 - 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 outdoor area to make sure guests do not raise their voices above normal speaking tones;
 - v. Potted plants, trees, fountains, or other types of noise mitigation techniques will be incorporated into the décor;
 - vi. Total capacity for the roof deck shall not exceed 50 patrons; and
 - vii. The roof deck shall be utilized only for dining, and therefore shall not be utilized beyond the hours of food service, and will not be used for events in which patrons are standing.
- d. The hours of operation for the summer garden rooftop deck (and any sidewalk café or other summer garden) are limited until 11:00 pm Sunday through Thursday evenings and 12:00 am on Friday and Saturday evenings. The sale and consumption of alcoholic beverages must end at that time and the patio must be cleared of all patrons and staff.
 - i. If the licensed establishment incurs three valid noise complaints during any calendar year, the ANC may, upon a vote at a regular and properly-noticed meeting, elect to restrict the hours of the rooftop summer garden (or any other outdoor space) to a closing time as early as 8:00 pm. Such restriction shall remain in place for six months and will automatically revert to the hours listed in Section 3(d) above after those six months have elapsed, provided there have been no further valid noise complaints during that six month period. Applicant agrees that it shall not challenge such restriction provided that the ANC has identified a sufficient number of valid noise complaints during the calendar year.
 - ii. For purposes of this Section, "valid noise complaint" means (1) A complaint made to ABRA where an ABRA inspector has investigated the complaint and confirmed that the applicant is in violation of any DC noise ordinance and/or Section 3(b) of this Settlement Agreement; or

Settlement Agreement between Naomi's Ladder II, LLC and ANC6A

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- (2) A written citation issued by the DC Metropolitan Police Department for a violation of any DC noise ordinance.
- 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. However, per Section 3(c)(i) above, such entertainment shall not be offered in any outdoor space, including the rooftop deck. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys.
 - f. All CT license holders with an entertainment endorsement must have an ABRA-accepted security plan in place.
 - g. The kitchens for all CR license holders shall remain open and operational up until at least one hour prior to closing.
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. **Review/Modification of Settlement Agreement.**
- a. 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.
 - b. The ANC agrees that its Alcoholic Beverage Licensing ("ABL") Committee will, upon request by Applicant, review and discuss this Settlement Agreement at a regularly-scheduled meeting after at least twelve (12) months have elapsed from the date this Agreement is approved by the Board, and at least every twelve (12) months thereafter. At such meetings, the ABL Committee shall consider whether any terms of the Agreement should be modified and make such recommendation(s) to the ANC for consideration and a vote.
6. **Miscellaneous.**
- a. Applicant shall post a copy of this Settlement Agreement in the establishment in conjunction with the posting of its alcoholic beverage license.
 - 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.**
- a. 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 may immediately notify the Applicant and/or 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.
 - b. 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.



Committee Reports
Alcohol Beverage and Licensing (ABL)



In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: Jayné LaMondue Price Date: 01/06/17

Signature: _____

Jayné LaMondue Price

Advisory Neighborhood Commission 6A Representative:

By: _____ Date: _____

Signature: _____



Committee Reports

Alcohol Beverage and Licensing (ABL)



Made this 12th day of January, 2017

by and between

Ben's Chili Bowl/Ben's Upstairs (ABRA # 093103)
1001 H Street, NE
Washington DC 20002

and

Advisory Neighborhood Commission 6A

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 CR 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 during the morning and once during the evening.
 - 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.

Settlement Agreement between Ben's Chili Bowl/Ben's Upstairs and ANC6A

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Alcohol Beverage and Licensing (ABL)



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 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. Wine shall be corked in accordance with DC Code § 25-113(b)(5).
- 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 such event has been approved in writing by ABRA.
- 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 alcoholic beverage server training.
- 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; and
 - iii. Keeping a written record of dates and times (a “call log”) when the MPD is called for assistance.
- 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 shall not support the installation of pay phones outside of the establishment on its property.
- l. Applicant will utilize and maintain existing floodlights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.
- m. 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 ensure that sounds originating from within the establishment are mitigated by installing adequate soundproofing.
- 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 Code § 25-725.
- c. In order to mitigate noise on an outdoor patio, summer garden, and/or rooftop deck the following steps will be taken:
 - i. A fence or other barrier will enclose the entire perimeter where possible;
 - ii. No fewer than two signs will be clearly posted to remind guests to keep their voices at normal speaking volume;
 - iii. Staff will monitor the outdoor area to make sure guests do not raise their voices above normal speaking tones; and
 - iv. Potted plants, trees, fountains, or other types of noise mitigation techniques will be

Settlement Agreement between Ben’s Chili Bowl/Ben’s Upstairs and ANC6A

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Alcohol Beverage and Licensing (ABL)



- incorporated into the decor.
- v. Applicant may offer only the following types of entertainment on its roof deck and/or sidewalk café: unamplified music (e.g., acoustic guitar, wind ensemble, a capella singing, muted trumpet, saxophone, string (harp), electric piano, flute, upright bass, and drum instruments with brushes (no sticks)) and spoken word performances utilizing a small PA system (e.g., comedy show, poetry reading). Other types of entertainment, including but not limited to amplified music and disc jockeys, shall not be permitted on Applicant's roof deck and sidewalk café.
 - d. If the licensed establishment incurs two valid noise complaints during any six-month period, the ANC may, upon a vote at a regular and properly-noticed monthly meeting, elect to restrict the hours that the establishment may offer entertainment on the rooftop summer garden and/or the public space patio to an end point as early as 8:00pm. Such restriction shall remain in place for six months and will automatically expire after those six months have elapsed, provided there have been no further valid noise complaints during that six-month period. Applicant agrees that it shall not challenge such restriction provided that the ANC has identified a sufficient number of valid noise complaints during the six-month period in question.
 - e. For purposes of Section 3(d), "valid noise complaint" means (1) A complaint made to ABRA where an ABRA inspector or investigator has investigated the complaint and confirmed that the establishment is in violation of any DC noise ordinance and/or Section 3(b) of this Settlement Agreement; or (2) A written citation issued by the DC Metropolitan Police Department for a violation of any DC noise ordinance. In the event that both ABRA and the DC Metropolitan Police Department issue a written violation for an instance that occurs on the same day, such event shall only represent one "valid noise complaint" for purposes of this Settlement Agreement.
 - f. The hours of operation for the rooftop deck and public space patio are limited until 11:00 pm Sunday through Thursday evenings and 12:00 am on Friday and Saturday evenings. The sale and consumption of alcoholic beverages must end at that time and the deck and patio must be cleared of all patrons within ten (10) minutes.
 - g. The ANC agrees to reasonably consider all requests by Applicant for extended rooftop and/or public space patio hours on evenings before federal holidays and other special events, provided that Applicant requests such an extension with sufficient notice for the ANC to properly consider the request (e.g., at least a month in advance).
 - h. Applicant may offer facilities for dancing for patrons only with an entertainment endorsement, which the ANC agrees to support, 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.
 - i. The kitchens for all CR license holders shall remain open and operational up until at least one hour prior to closing.
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 or Co-Chairs of the ABL Committee, the Chair of the ANC, and other Commissioners whose SMDs are adjacent to the location of the establishment.
5. **Review/Modification of Settlement Agreement**
- a. The ANC agrees that its Alcoholic Beverage Licensing ("ABL") Committee will, upon request by Applicant, review and discuss this Settlement Agreement at a regularly-scheduled meeting no less than every six (6) months and no more than every twelve (12) months from the date this Agreement is approved by the Board. At such meetings, the ABL Committee shall consider whether any terms

Settlement Agreement between Ben's Chili Bowl/Ben's Upstairs and ANC6A

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of the Agreement should be modified and make such recommendation(s) to the ANC for consideration and a vote.

- b. The parties agree that, if changes to this Agreement are not mutually agreed upon, the initial time under which the Applicant may submit a request to ABRA for termination or amendment of this Settlement Agreement pursuant to D.C. Code § 25-446 shall be Applicant's next license renewal period, not at least four years after the entry of this Agreement, and that the ANC will not challenge any request to terminate or amend based on the four-year requirement contained in D.C. Code § 25-446(d)(2)(B).

6. Miscellaneous.

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

7. Enforcement.

- a. If either party hereto believes in good faith that Applicant is in violation of this Agreement, written notice specifying the alleged violation shall be delivered to Applicant and 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. "Written notice" under this paragraph shall include e-mail.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: KAMAL B. ALI Date: 1-5-17

Signature: Kamal B. Ali

Advisory Neighborhood Commission 6A Representative:

By: _____ Date: _____

Signature: _____



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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.

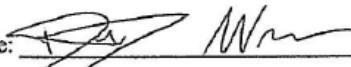
In Witness Whereof

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: _____ Date: _____

Signature: _____



Committee Reports

Transportation and Public Space (T&PS)



ANC 6A Transportation & Public Space Committee Meeting Minutes
Capitol Hill Towers (900 G Street, NE)
December 19, 2016 at 7:00 pm

- I. The meeting was called to order at 7:04 p.m.
- II. Introductions.
 - A. Committee members in attendance: Co-chair Todd Sloves, Elizabeth Nelson, Jeff Fletcher.
 - B. Commissioner Mike Soderman was in attendance.
- III. Announcements. None.
- IV. Community Comment.
 - A. Ms. Nelson mentioned pedestrian safety issues near Maury Elementary School and said MPD officers were not enforcing traffic laws. She said she was nearly hit by a car that ran a red light, but the officer on duty told her he did not pull the car over because it was driving slow enough.
- V. New Business
 - A. Request for letter of support for Rock & Roll Marathon
 - i. Diane Romo-Thomas presented on behalf of the marathon's organizers. She said that while the course is the same as last year's, the timing for the half-marathon will be pushed back because WMATA is no longer opening early for special events. While the full marathon will still begin at 7:00 am, the half will begin at 8:30 am. Both races, and the clean-up crew, must clear H Street by 1:00 pm. They should be out of ANC 6A entirely by 1:30 pm.
 - ii. Ms. Nelson asked if there would still not be amplified music at Lincoln Park. Ms. Romo-Thomas said there would be no music at the park.
 - iii. Mr. Fletcher said everything seemed to work last year and said he would be fine with the ANC supporting the race using the same conditions as last year.
 - iv. Ms. Nelson said that even though runners and clean-up crews have cleared the street, sometimes MPD still refuses to open it up. She asked that we include in our support letter language asking MPD to open the street as soon as runners and crews have cleared, and potentially ask for rolling openings, where possible.
 - v. Ms. Romo-Thomas drew the Committee's attention to a letter from Matthew Marcou, Associate Director of the Public Space Regulation Administration to the Mayor's Special Events Task Group. The letter was sent shortly after the race received conditional approval from the Task Group, and asked that events no longer be allowed to get closures on H Street NE/Benning Road NE that affect operation of the Street Car if: 1. they have not historically used H Street, and 2. there is another nearby street that can be used as an alternative. Ms. Romo-Thomas said the timing of the letter seemed to indicate that the Rock and Roll Marathon would no longer be allowed to use or cross H Street NE, though the historical use stipulation would seem to hint at the contrary. She said if required to move off of H Street NE, the race would have to be routed down F Street NE instead, which is residential. In fact, the letter specifically states that as result of the new policy the only event that can receive a permit to close H Street is the H Street Festival. Ms. Thomas also found this odd because last year, the race had



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to pay approximately \$10,000 for stoppage of the Street Car, even though there was no lost revenue because the service currently collects no fee for use. Committee members recommended including support for the continued use of H Street for this race in the ANC's support letter, but indicated that as the Street Car expands its service, it will become more difficult to close H Street and that the race organizers should begin looking at alternative routes sooner rather than later.

- vi. Ms. Romo-Thomas asked about the noise level of the band stage at the Auto Zone parking lot on the 1200 block of H Street NE. Committee members said it was quite loud last year and that they should consider ways to mitigate the noise level this time.
- vii. ***Motion: Mr. Sloves moved that the committee recommend that ANC 6A provide a letter of support for the 2017 Rock and Roll Marathon and Half-Marathon contingent on the provision of the following conditions:***
 - 1. *A summary and description of the usage and location of TCOs in or adjacent to ANC 6A;*
 - 2. *A description of the door hanger campaign and which neighborhoods in ANC 6A will receive door hangers, including a quality control program to ensure the door hangers are not left in front yards;*
 - 3. *A description of the location of crossings along parts of the route in ANC 6A;*
 - 4. *A description of the bus stop and/or bus notification campaign for X2, 90 and 92 buses;*
 - 5. *Confirmation that the Tenth (10th) Street NE checkpoint will be open to allow Capitol Hill Towers residents to access the building's parking lot entrance on Tenth (10th) Street NE between G and H Street NE;*
 - 6. *Confirmation that staging of DPW trucks will be at RFK Stadium and not on neighborhood streets; and*
 - 7. *Notification of any other ANCs that express opposition to the event and the reasons for the opposition.*

The Committee also recommends that ANC 6A:

- 1. *Declare its support for keeping the marathon on H Street NE; and*
- 2. *Urge MPD to reopen street closures as soon as all runners and marathon staff have cleared the area.*

The motion was seconded by Mr. Fletcher and passed unanimously with the support of Commissioner Soderman.

VI. Additional Community Comment. None.

VII. Adjourned meeting at 7:34 pm.



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January xx, 2017

Ms. Tanya Mitchell
District of Columbia Homeland Security and Emergency Management Agency (HSEMA)
2720 Martin Luther King, Jr. Avenue SE
Washington, DC 20032

Re: ANC 6A Support for the 2017 Rock and Roll Marathon

Dear Ms. Mitchell:

At a regularly scheduled and properly noticed meeting¹ on January 12, 2017, our Commission voted X-X (with 5 Commissioners required for a quorum) to support the 2017 Rock ‘n’ Roll USA Marathon & Half Marathon.

We are pleased that organizers have committed to an extensive community notification plan, which includes posting road closure signs all along and near the race route, as well as leaving door-hangers at residences along and near the route. We understand that a notice will also be placed in our local community newspaper, the Hill Rag. We are also pleased that you have undergone an effort to find ways to ensure residents around the C Street NE portion of the course are not prevented from movement from their neighborhood during the race for as little time as possible. Additionally, we would like to urge MPD to reopen street closures as soon as all runners and clean-up crews have cleared the street. In previous years, roads have remained closed longer than needed, imposing an undue inconvenience on residents.

In years past, members of the community expressed concerns regarding pickup of trash, clothing and signs, as well as exhaust fumes of many trucks waiting to clean up the course. After meeting with race organizers, we have been assured that clean-up trucks will not be permitted to idle and that staging of these trucks will occur away from homes in the RFK Stadium complex area. Our ANC has also been assured that trash pick-up will occur immediately following the event and all posted signs will be removed the day after.

We are also encouraged that that no amplified music or performances will occur in Lincoln Park this year. However, we remain concerned about the volume level of performances at a stage located in the Auto Zone parking lot on the 1200 Block of H Street NE. Last year, nearby residents lodged noise complaints, and neighbors as far south as C Street NE have said they were able to hear music from this stage, which we would consider excessive. We have strongly encouraged the race organizers to consider ways to mitigate the level of volume at this location.

Finally, we would like to voice our strong support for the race’s current route along H Street NE. The Rock and Roll Marathon and Half Marathon have used this route for as long as the race has taken place in DC - more than a decade. Its presence brings welcome support for local businesses on H Street NE and provides

¹ ANC 6A meetings are advertised electronically on the anc6a-announce@yahoogroups.com, anc-6a@yahoogroups.com, and newhilleast@yahoogroups.com, at www.anc6a.org, and through print advertisements in the Hill Rag.



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our community with a source of new attention to our booming commercial corridor. We would oppose any plan to re-route the race on a nearby residential street.

Given the race organizers' responsiveness and their commitment to meeting the above conditions, ANC 6A is pleased to support this event.

On behalf of the Commission,

Phil Toomajian,
Chair, Advisory Neighborhood Commission 6A



Committee Reports Economic Development and Zoning Committee



**Report of the Economic Development and Zoning (ED&Z) Committee of the Advisory Neighborhood
Commission (ANC) 6A
Sherwood Recreation Center, 640 Tenth (10th) Street NE
December 21, 2016**

The meeting convened at 7:00 pm.

Members: Brad Greenfield (Chair), Missy Boyette, Stephanie Zimny and Jake Johnson.
Commissioners: Phil Toomajian.

Community Comment: There were no community comments at the beginning of the meeting.

Old Business:

600 Ninth (9th) Street, NE (BZA #19355): Application pursuant to 11 DCMR Subtitle X, Chapter 10, for variances from the non-conforming structure requirements of Subtitle C § 202.2, the lot occupancy requirements of Subtitle E § 304.1, and the rear yard requirements of Subtitle E § 306.1, to permit the location of multiple decks over an existing rear-attached garage in the RF-1 Zone.

This was a continuation of a case heard by the EDZ in October 2016. At that time, the EDZ Committee recommended the ANC support the requested relief, on the condition that the owner get letters of support from neighbors. After the EDZ considered the case, several neighbors voiced opposition, so the ANC itself requested that the EDZ take another look at it. The case started because the homeowners wanted to do work inside of the house and zoning said that the decks needed to be permitted. The Owners said they are not going to do anything to the decks and just want them to be made legal. The Zoning Administrator has stated that since the property is at 100% lot occupancy, a variance is required. The illegal work was not done by the current owners of the property, but was done by previous owners. The decks are built on top of a garage, with the garage likely predating 1958, while the decks appear to have been built in the last ten (10) years.

The direct neighbor has voiced opposition, based on the obtrusiveness of the decks, including having a HVAC compressor directly across from her bedroom window. The Owners said they were willing to work with neighbors on certain requests and said that when the AC unit fails, they will be willing to replace it in a different location. Neighbors also voiced concerns about the structural integrity of the decks.

Several neighbors presented against this project and gave copies of letters in opposition to the request, 3-4 neighbors were in attendance in opposition to the project. The major concern was that if a variance is granted, anything can happen in the back of the house since the variance is granted into perpetuity.

Chairman Greenfield proposed including the home in the historic district in order to prevent a large development or major modifications in the back of the home. The other side of the street is already included in the historic district and the only reason the other side is not is because the work has not been done yet. This would provide additional checks that would mitigate the risk of future development taking advantage of the relief after it has been granted for the existing structure. The Owners seemed willing to investigate this option, but there may be an issue because they have already gotten two continuances from BZA. Getting another continuance may require appearing in person before the BZA. The EDZ decided to table action on this request pending some follow up actions from Brad Greenfield, Nick Karambelas (attorney for the owners) and the owners.



Committee Reports Economic Development and Zoning Committee



Action items:

- Applicants have been asked to explore the possibility of including their home in the historic district.
- The attorney for the home owner will send an email requesting a delay in the BZA case.
- Brad will send a letter to Zoning Administrator Matt LeGrant asking why a permit was not granted for the decks when they were originally constructed.

Kingman Park Historic District: Request by residents to make Kingman Park, NE a Historic District.

Consideration of the Kingman Park Historic District was on the agenda, but none of the principles showed up. Only 2 blocks of the proposed district are in ANC 6A. Commissioner Calvin Ward said a few weeks ago that he would hold a meeting with residents who would be affected but nobody on the Committee or Commissioner Phil Toomajian heard how the meeting went or what the outcome was.

There were several people from the community that showed up to voice concerns about the level of outreach conducted. People said that they were not notified of meetings, were given no notice of meetings and had no idea what this would mean for them or their homes. On March 11, 2017, there will be a meeting for the Friends of Kingman Park to discuss the initiative. The EDZ agreed to table consideration of the designation as a Historic District at this time.

The meeting adjourned at 8:30 pm.



New Business



January XX, 2017

Mayor Muriel Bowser, Members of the Council of the District of Columbia
John A. Wilson Building
1350 Pennsylvania Avenue, N.W.
Washington, DC 20004

Re: Violent crime, recidivism and WP investigation into Youth Rehabilitation Act

Dear Mayor Bowser and Members of the Council:

At a regularly scheduled and properly noticed meeting on January 12, 2017¹, ANC 6A voted X-X (with 5 Commissioners required for a quorum) to express our concerns to you regarding serious problems with the District's criminal justice system identified in the Washington Post's recent "Second-Chance City" investigative reporting. ANC6A has long been concerned with threats to public safety posed by a small number of repeat offenders and the extent to which those offenders are able to repeatedly victimize citizens across the District. Among the issues identified as posing threats to public safety in the Washington Post's extraordinary reports are the way the "Youth Rehabilitation Act" (DC Official Code § 24-901 *et seq.*) has permitted certain adult offenders to repeatedly receive lenient sentences, in some cases allowing these defendants to commit additional serious, violent crimes, including murder. The Washington Post reporting likewise reveals questionable practices by the Pretrial Services Agency, such as the failure to implement court-ordered GPS monitoring prior to a defendant's provisional release.

We are gratified by your steadfast commitment to public safety, as demonstrated most recently by your recent signing of a new law to discourage released offenders from tampering with their GPS monitoring devices and the requests that you and Councilmember Charles Allen have made for additional data regarding the effects of court's applying the "Youth Rehabilitation Act" to young adult offenders who commit crimes in the District. We applaud Councilmember Allen for planning a February hearing of the Council Committee on Public Safety and the Judiciary to review this issue and strongly urge the Executive and the Council to produce legislation to ensure that the criminal justice system adequately protects the safety of District residents from repeat violent offenders.

Thank you for your serious consideration to the concerns raised by our Commission. Please be advised that I am authorized to act on behalf of ANC 6A for the purposes of this issues and I stand ready to assist you and the Council's Public Safety Committee with your efforts to address these problems.

On behalf of the Commission,

Phil Toomajian
Chair, Advisory Neighborhood Commission 6A

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