THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Raso Corporation t/a Sahra Hooka Lounge		
Application for Renewal of a Retailer's Class CT License	Case No. License No. Order No.	13-PRO-00145 ABRA-087558 2014-065
at premises 1200 H Street, N.E. Washington, D.C. 20002		

Raso Corporation, t/a Sahra Hooka Lounge (Applicant)

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

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

ORDER ON ADDENDUM TO SETTLEMENT AGREEMENT AND WITHDRAWAL OF PROTEST OF ANC 6A

The Application filed by Raso Corporation, t/a Sahra Hooka Lounge, for renewal of its Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 2, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6A entered into a Settlement Agreement (Agreement), dated January 12, 2012, that governs the operation of the Applicant's establishment. This matter comes now before the Board to consider the Parties' Addendum to Settlement Agreement (Addendum), dated January 21, 2014, in accordance with D.C. Official Code § 25-446 (2001).

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

This Addendum constitutes a withdrawal of the Protest filed by ANC 6A.

Accordingly, it is this 19th day of February, 2014, **ORDERED** that:

1. The Application filed by Raso Corporation, t/a Sahra Hooka Lounge, for renewal of its Retailer's Class CT License, located at 1200 H Street, N.E., Washington, D.C., is **GRANTED**;

2. The Protest of ANC 6A in this matter is hereby **WITHDRAWN**;

3. The above-referenced Addendum to Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;

4. All terms and conditions of the original Agreement shall remain in full force and effect; and

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

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

Donald Brooks, Member

Herman Jones, Member

Mike Silverstein, Member

Hector Rodriguez, Member

James Short, Member

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

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b).

Made this 21st day of January, 2014

by and between

Raso Corporation t/a Sahra Hooka Lounge (ABRA # 087558)
1200 H Street, NE
Washington DC 20002

and

Advisory Neighborhood Commission 6A

The Settlement Agreement between the parties listed above is amended with the following agreement, which will become an addendum to the current SA.

The Parties Agree As Follows:

1. **Use of Promoters.** Applicant agrees that it will not utilize the services of third party event promoters.

2. **Patio Noise Mitigation.** In order to mitigate noise concerns on the sidewalk café/summer garden (herein referred to as a "patio"), the following measures will be taken:
   a. At all times when the patio is not operational, applicant will secure all furniture in such a way that it cannot be used by any individuals.
   b. One employee will be responsible for monitoring the patio at all times when it is operational.
   c. Applicant will set last call at least a half hour before the closing time of the patio. "Last call" means the last time that alcohol may be purchased for consumption on the patio; patrons are still permitted to consume alcohol on the patio until the patio is closed.

3. **Reevaluation of Addendum.** Applicant and ANC 6A agree to revisit this addendum by March 1, 2015. ANC 6A agrees to consider removing section 2(c) above if there have been no noise complaints filed with ABRA after the date that this Addendum is executed.

4. **Patio/Summer Garden Definition.** All references to the outdoor patio located on public space in the original Settlement Agreement are specifically intended to mean Applicant's outdoor sidewalk café.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: Driss Ouadrhiri Date: 01-26-14

Signature: _____

Advisory Neighborhood Commission 6A Representative:

By: Jay Williams, ANC 6A Date: 01/28/14

Signature: _____

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Raso Corporation t/a Central		
Applicant for a New Retailer's Class CT License	License No. Order No.	ABRA-087558 2012-138
at premises 1200 H Street, N.E. Washington, D.C. 20002		

Raso Corporation, t/a Central (Applicant)

David Holmes, Chairperson, Advisory Neighborhood Commission (ANC) 6A

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member
Jeannette Mobley, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Raso Corporation, t/a Central, Applicant for a new Retailer's Class CT license, located at 1200 H Street, N.E., Washington, D.C., and ANC 6A have entered into a Voluntary Agreement (Agreement), dated January 12, 2012, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson David Holmes, on behalf of ANC 6A, are signatories to the Agreement.

The Board approved the Agreement, dated January 12, 2012, with modifications to Sections 2 (i) and (j) (Business Operations and Practices), and 3 (d) (Music/Dancing/Entertainment).

Accordingly, it is this 18th day of April, 2012, **ORDERED** that:

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

   Section 2 (i) (Business Operations and Practices) – The following sentence shall be modified to read as follows: "Applicant's call log and incident log shall be provided to the Board during meetings or hearings involving future renewals or contested proceedings involving the Applicant's license."

   Section 2 (j) shall be removed.

   Section 3 (d) (Music/Dancing/Entertainment) – This subsection shall be modified to read as follows: "The hours of operation for a patio or summer garden on private property (excluding rooftops) 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. If the patio has been open for business for at least three months during the months of April through September and noise levels from the patio do not create a repeated disturbance to the neighborhood during this time period and the licensee has a record of good conduct during this time period, the licensee may submit a change of hours application to allow for expanded hours of operation on the patio."

The parties have agreed to these modifications.

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

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

Donald Brooks, Member

Herman Jones, Member

Calvin Nophlin, Member

Mike Silverstein, Member

Jeannette Mobley, Member

I recuse myself from this matter.

Nick Alberti, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

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

January 14, 2012

Mr. Fred Moosally, Director
Alcoholic Beverage Regulation Administration
2000 14th Street, NW, Suite 400S
Washington, DC 20009

Re: Rasco Corporation/Central (1200 H Street, NE)

Dear Sir:

Please accept this signed electronic copy of the Voluntary Agreement for Rasco Corporation/Central (1200 H Street, NE). It was approved at our January 12, 2012 ANC 6A Commission meeting. The vote was held at a publicly-announced and properly-posted regular meeting[1] with a quorum present (five required). The vote was 6-0-1 (Commissioner Alberti abstaining).

Should you have any questions or require additional information, please contact Commissioner Adam Healy, Chair of the Commission's Alcohol Beverage Licensing Committee (202-556-0215; healyanc6a01@gmail.com).

Ms. Nelson, please post to the ANC website.

Ms. Schoell, please include this in our February Agenda package.

On behalf of the Commission,

David Holmes
Chair

cc: Thea Davis, ABRA
Elizabeth Nelson, ANC 6A Webmaster
Heather Schoell, Document Preparation

[1] [1] ANC 6A meetings are advertised electronically on the anc6a-announce@yahoo.com listserv, the ANC6A listserv (not run by the ANC), the HillEast listserv, and through print advertisements in the *Hill Rag*.

Made this 12th day of January, 2012

by and between

Rasco Corporation/Central
1200 H Street, NE
Washington DC 20002
and
Advisory Neighborhood Commission 6A

Preamble

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

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

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

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

Witnesseth

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

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class 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 garbage removal service, regularly remove trash from the trash and dumpster

area, and see that the trash and dumpster area remain clean.
c. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
d. Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
e. Assisting in maintenance of the curb in front of the establishment to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulation in these respects.
f. Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
g. Promptly removing or painting over any graffiti written on the exterior walls of the property.
h. Requiring the owner and employees not to park on public space between the building and the curb.
i. Not locating trash bins, chairs, tables, or other equipment on public space without 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 bring 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 Title 25-113(b)(5)(A)(B)(C) of the DC Municipal Code.
d. Applicant will not provide or sell alcoholic beverages "to go." Applicant agrees not to promote or participate in bar or pub "crawls" or any other event of this nature.
e. The licensed establishment will be managed by the applicant in person or a board licensed manager.
f. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
g. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:
i. Proper ID required (proof of age 21 minimum to be served and assurances that ID's will be checked at all times prior to serving alcoholic beverages to patrons).
ii. Prohibition against selling alcohol to minors.
iii. Request to patrons to not litter, loiter, or make excessive noise in the neighborhood as they arrive or depart.
iv. Warning: Drinking alcoholic beverages during pregnancy can cause birth defects.
v. Request that customers do not contribute to panhandlers.
h. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
i. Asking loiterers to move on whenever they are observed outside the establishment,
ii. Calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on,
iii. Calling the Metropolitan Police Department if illegal activity is observed,
iv. Keeping a written record of dates and times (a call log) when the MPD is called for assistance.
v. Applicant will maintain a detailed incident log. An incident is defined as any activity by patrons of the establishment inside or immediately outside the establishment which could lead to an ABRA investigation. Each incident will contain date, time and location of each incident with a concise summary. Guests and staff involved or witnesses of the incident will be identified and listed. If there is a medical or police response, that information will also be noted.

i. Applicant's call log and incident log shall be provided to the ANC or Board during meetings or hearings involving future renewals or contested proceedings involving the Applicant's license.
j. After receiving complaints and/or observing problems with this establishment, ANC Commissioners and/or the ABL Committee chair may ask the D.C. Metropolitan Police Department (MPD) for records and data regarding calls for service or other necessary police presence around this establishment.

i. If data from MPD indicates that this establishment has caused or is significantly contributing to additional crime or criminal activities in the neighborhood, including disorderly conduct and/or reoccurring public disturbance, the ANC 6A ABL Committee will hold a public meeting to discuss the problems and ways in which to mitigate them. The Applicant, MPD, and an ABRA representative will be invited and encouraged to participate, as well as concerned residents. MPD will be asked to recommend to the Committee the days of the week and hours when the reimbursable MPD detail should be necessary to maintain peace, order, and quiet at and around this establishment and the costs that would be associated with such reimbursable detail. If the Committee recommends the use of a reimbursable MPD detail at this establishment to mitigate these problems, the recommendation will then be considered by ANC 6A at their next scheduled meeting.

ii. If the ANC, by a majority vote, supports requiring a reimbursable MPD detail, the ANC Chair will notify in writing the First District MPD Commander or his/her designee and the Applicant that this establishment will be required to have a reimbursable MPD detail assigned to their location.

iii. The Applicant shall transmit to MPD funds sufficient to provide the next month's reimbursable MPD detail by the 1st day of each month that the reimbursable detail is required.

iv. The reimbursable detail shall be maintained by the Applicant for up to six months. Within six months, the ABL Committee will conduct another review to hear input on whether or not the reimbursable MPD detail should be continued. The ABL Committee will make a recommendation that will then be considered by the ANC at their next scheduled meeting.

k. Applicant shall not support of the installation of pay phones outside of the establishment on their property.

l. Applicant will utilize and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.

m. Applicant shall provide valet parking services only with valet parking companies as defined licensed and in compliance with Title 24 DCMR Chapter 16. Applicant will not engage in valet parking that results in vehicles parked in residential parking spaces.

3. Music / Dancing / Entertainment:

a. Applicant agrees to ensure that sounds originating from within the establishment are mitigated by installing adequate sound proofing.

b. Applicant shall not produce any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment in accordance with DC Official Code Title 25-725.

c. In order to mitigate noise on an outdoor patio or summer garden the following steps will be taken:

1) Applicant shall not offer any type of live or pre-recorded music on the patio.
2) A fence or other barrier will enclose the entire perimeter.
3) No fewer than two signs will be clearly posted to remind guests to keep their voices at normal speaking volume.
4) Staff will monitor the outdoor area to make sure guests do not raise their voices above normal speaking tones.
5) Potted plants, trees, fountains or other types of noise mitigation techniques will be incorporated into the decor.
6) No more than 40 people may be on the patio at one time.
7) The patio must be closed and cleared of all patrons and staff when licensed alcohol sales end for the day.

d. The ANC will establish a three month trial of noise levels from the outdoor area with limited hours until 11PM on weekdays and 12AM on weekends. If noise levels do not create a repeated disturbance to the neighborhood during this time period and the licensee has a record of good conduct during this time period, the hours for service on the patio may be extended to be consistent with the licensee's normal business hours. The three month time period for this applicant is _____ to _____.

e. If the outdoor patio is located on public space, the hours of operation of that patio will be limited until 11:00 p.m. Sunday through Thursday evenings and 12:00 a.m. 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.

f. 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.

g. All CT license holders with an entertainment endorsement must have an ABRA accepted security plan in place.

h. 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 the applicant from fulfilling its obligations under this cooperative agreement with all of the following: the Single Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, the Chair of the ABL Committee, and other Commissioners whose SMD's are adjacent to the location of the establishment.

5. Modifications. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board or by the ABC Board consistent with DC Code § 25-446. In the case of ANC6A, if applicant desires to modify the terms of this agreement, the applicant, prior to implementing the change(s), shall receive written agreement from ANC6A after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

6. Miscellaneous:

a. Applicant shall post a copy of this voluntary 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 the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant and the applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default.

b. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.

c. This cooperative agreement is binding on the applicant and its assigns and will continue in force for any and all subsequent license holders at this location.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: IDRISS OUADRHIRI Date: 01-04-12

Signature: _____

Advisory Neighborhood Commission 6A Representative:

By: DAVID HOLMES Date: 1-14-2012

Signature: _____ Chair