

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

In the Matter of:

Columbia Lodge #85/Joint Management
Team (IBPOEW), Inc.
t/a Columbia Lodge #85 I.B.P.E.O. of Wo

Application for Renewal of a
Retailer's Class CX Club License

at premises
1844-1846 3rd Street, N.W.
Washington, D.C. 20001

Case No.: 16-PRO-00078
License No.: ABRA-000237
Order No.: 2016-695

Columbia Lodge #85/Joint Management Team (IBPOEW), Inc., t/a Columbia Lodge #85 I.B.P.E.O. of Wo (Applicant)

James Turner, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1B

Anita Norman, on behalf of LeDroit Park Civic Association (LPCA)

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 1B'S PROTEST**

The Application filed by Columbia Lodge #85/Joint Management Team (IBPOEW), Inc., t/a Columbia Lodge #85 I.B.P.E.O. of Wo, for Renewal of its Retailer's Class CX Club License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Protest Status Hearing on September 28, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that The Applicant, ANC 1B, and LPCA have entered into a Settlement Agreement (Agreement), dated December 1, 2016, 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; Chairperson James A. Turner, on behalf of ANC 1B; and Anita Norman, on behalf of LPCA; are signatories to the Agreement.

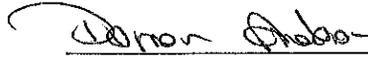
This Agreement constitutes a withdrawal of the Protest filed by ANC 1B of this Application.

Accordingly, it is this 7th day of December, 2016, **ORDERED** that:

1. The Application filed by Columbia Lodge #85/Joint Management Team (IBPOEW), Inc., t/a Columbia Lodge #85 I.B.P.E.O. of Wo, for renewal of its Retailer's Class CX Club License, located at 1844-1846 3rd Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; except for the following modification:

Section A (Noise) – The citation “DCMR 905” shall be replaced with the citation “D.C. Official Code § 25-725 and Chapter 27 of Title 20 of the District of Columbia Municipal Regulations.”
4. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
5. Copies of this Order shall be sent to the Applicant, ANC 1B, and LPCA.

District of Columbia
Alcoholic Beverage Control Board



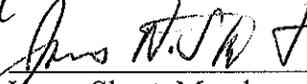
Donovan Anderson, Chairperson



Nick Alberti, Member

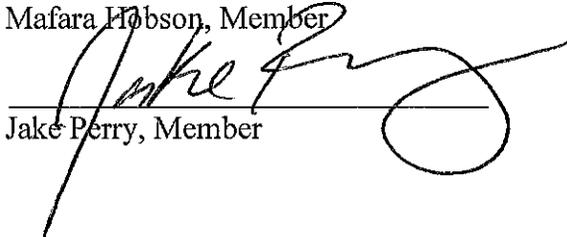


Mike Silverstein, Member



James Short, Member

Mafara Hobson, Member



Jake Perry, Member

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

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

**Settlement Agreement Concerning Issuance of
License ABRA-000237 to
Columbia Lodge #85 I.B.P.E.O. of the World,
1844 3rd Street, N.W., Washington, DC 20001**

THIS AGREEMENT made and entered into December 1, 2016 by and between Columbia Lodge #85 I.B.P.E.O. of the World ("Applicant"), ANC1B and LeDroit Park Civic Association (together, "Protestants") witnesses.

Whereas Applicant has filed application for renewal of a CX Club license with the District of Columbia Alcoholic Beverage Control Board ("ABC Board") for premises to be known as Columbia Lodge #85 I.B.P.E.O. of the World located at 1844 3rd Street, N.W., Washington, DC 20001 ("Premises").

Whereas Protestants has concerns opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a potentially contested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the new license provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. Applicant shall:

- Keep the front and rear door closed except to allow entrance to and exit from the building.
- Maintain a telephone number and designate an employee during all hours of operation to whom complaints will be directed. Applicant shall immediately investigate such complaint to determine whether the source of the problem, if any, relates to Applicant's operations or involves a patron of Applicant.
- Take reasonable action to abate such problems, and advise the complainant of determination and what action has been taken to remedy the issue.

B. FOOD AND ALCOHOL SERVICE.

- The establishment's hours of operation shall be as follows:

Day	Hours of Alcoholic Beverage Service Inside
Monday	Closed
Tuesday	Closed
Wednesday	Closed
Thursday	8:00PM to 12:00AM
Friday	8:00PM to 2:00AM
Saturday	8:00PM to 2:00AM
Sunday	2:00PM to 12:00AM

- HOLIDAY HOURS: Applicant shall have the right to obtain ABC Board approval to sell or serve alcoholic beverages inside until 2:00 AM on District and federal holidays and various holiday weekends.

C. TRASH/GARBAGE/RODENTS. Applicant shall:

- Maintain trash/garbage removal service at least two times weekly and see that the trash and dumpster area remains clean.
- Schedule recycling pick up by contractors to commence no earlier than 9:00AM and no later than 10:00 PM.
- Properly maintain trash dumpster(s) so that they close properly and do not leak.
- Only use 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.
- Keep the sidewalk (up to and including the curb), tree box(es), curb, and alley free of litter, bottles, and other debris.
- Sweep front sidewalk area before opening and at close of business each day of operation.
- Have professional extermination services or provide them as needed.
- No recyclables will be dumped outside of the building between 10:00 PM and 9:00 AM.

D. CAPACITY AND SECURITY. Applicant shall:

- Applicant will operate establishment on first and second floor of the building. The establishment will have no more than 150 patrons on the first floor and 270 patrons on the second floor. The maximum occupancy of the establishment shall not exceed 420 patrons, and have the Certificate of Occupancy Permit posted in public view at all times.
- Have security personnel employed by the applicant undergo security training within 45 days of the hiring date.
- Police the immediate environment of premises.
- Security staff will be aided by signage at the entrance and audible announcements throughout the venue at closing to instruct patrons that they are within a residential neighborhood and ask them upon leaving to leave quietly.
- At closing discourage loitering by encourage moving along.
- Applicant will not make its premises available to non-employee promoters for presentation of advertised "parties" or "events" intended to generate profit for such promoters.

E. PARKING. Applicant will

- Encourage public transit use, and will encourage patrons to use nearby public parking facilities rather than parking on residential streets via signage and the website.
- Applicant will inform renters of the second floor at the time of securing a contract of best areas to park when attending the facility.

F. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties are in breach of this Agreement, each such party shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty (30) days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) such failure shall constitute for filing a complaint with ABRA. Unless otherwise noted above, any notice required to be made under this Agreement shall be in writing postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

G. MODIFICATION OF SETTLEMENT AGREEMENT. This agreement can be modified by the ABC Board; by mutual agreement of the parties with approval of the ABC Board; or as otherwise permitted by law.

H. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and the Applicant during the term of the license to which this Voluntary Agreement applies.

If to Applicant:

Columbia Lodge #85 I.B.P.E.O. of the World
1844 3rd Street, N.W.,
Washington, DC 20001

If to Protestants:

ANC1B
Frank D. Reeves Municipal Center
2000 14th St., NW, Suite 100B
Washington, DC 20009
1b01@anc.dc.gov

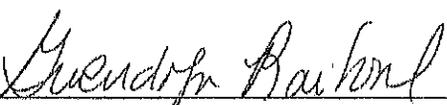
LeDroit Park Civic Association
Attn: Anita Norman, President
1853 3rd Street, NW
Washington, DC 20001
anita.norman1@verizon.net

Wherefore, by the signing of the representatives of Applicant and Protestants, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CX Club License to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CX Club License, the issuance of which is conditioned upon compliance with the Settlement Agreement.

SIGNATURE BLOCKS

Accordingly, on this 1 day of Dec. 2016 it is ordered that the Settlement Agreement between Applicant and Protestants is incorporated into the ABC Board's order issuing Applicant an amended Class CX Club License.

Applicant:



Gwendolyn Raiford
Columbia Lodge #85 I.B.P.E.O. of the World

12/1/2016
Date

Protestants:

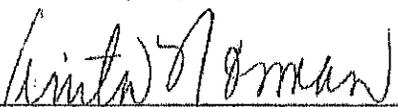


Brian Footer, Commissioner ANC 1B01

12/1/2016
Date

James Turner, Chair of ANC 1B

Date



Anita Norman, President
LeDroit Park Civic Association

12/1/2016
Date