

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

**In the Matter of:** )  
 )  
DRS Creative, LLC )  
t/a VeraCruz )  
 )  
Applicant for a New )  
Retailer's Class CX Multipurpose Facility )  
 )  
at premises )  
2106-2108 Vermont Avenue, N.W., 2<sup>nd</sup> Floor )  
Washington, D.C. 20001 )  
 )

Case No. 12-PRO-00068  
License No. ABRA-089601  
Order No. 2012-408

DRS Creative, LLC, t/a VeraCruz (Applicant)  
  
Christopher Scott Patterson, abutting property owner (Protestant)

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

**ORDER ON VOLUNTARY AGREEMENT AND  
WITHDRAWAL OF PROTEST OF CHRISTOPHER SCOTT PATTERSON**

The Application filed by DRS Creative, LLC, t/a VeraCruz, for a new Retailer's Class CX Multipurpose Facility License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on August 6, 2012, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and Christopher Scott Patterson, abutting property owner, have entered into a Voluntary Agreement (Agreement), dated August 31, 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 Mr. Patterson are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by Mr. Patterson.

Accordingly, it is this 17<sup>th</sup> day of October, 2012, **ORDERED** that:

1. The Application filed by DRS Creative, LLC, t/a VeraCruz, for a new Retailer's Class CX Multipurpose Facility License, located at 2106-2108 Vermont Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of Christopher Scott Patterson in this matter is hereby **WITHDRAWN**;
3. 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 7 (License Ownership and Compliance with ABRA Regulations) shall be removed.

Section 9 (Right to Protest, Notice and Opportunity to Cure) – The following language shall be removed: “If Applicant or licensee fails to cure within the 30 day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach by diligently pursuing such cure) such failure shall constitute a cause of seeking a Show Cause Hearing from the ABC Board pursuant to D.C. Official Code § 25-447.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and Mr. Patterson.


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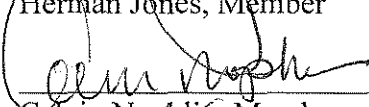
District of Columbia  
Alcoholic Beverage Control Board

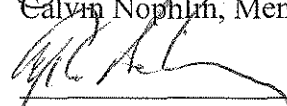
  
Ruthanne Miller, Chairperson

  
Nick Alberti, Member

  
Donald Brooks, Member

  
Herman Jones, Member

  
Calvin Nophlin, Member

  
Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

DOYLE, BARLOW & MAZARD PLLC

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August 31, 2012

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REC'D BY BA

*VIA Hand Delivery*

District of Columbia  
Alcoholic Beverage Control Board  
2000 14th Street, NW, Suite 400S  
Washington, D.C. 20009

Re: Signed Voluntary Agreement between DRS Creative, LLC and Mr. Christopher Scott Patterson

Dear Chairperson Miller and Members of the Board:

Enclosed herewith is the signed original of the Voluntary Agreement between DRS Creative, LLC, t/a VeraCruz and Mr. Christopher Scott Patterson, the abutting property owner and the single Protestant. The document was executed on August 31, 2012 by the parties.

If you need additional information, please contact the undersigned. Thank you.

Sincerely,

  
Andre P. Barlow

for DOYLE, BARLOW & MAZARD PLLC

Enclosures

Christopher Scott Patterson  
2110 Vermont Ave, N.W.  
Washington, DC 20001  
COOPERATIVE (Voluntary) AGREEMENT

THIS AGREEMENT made and entered into this 31st day of August 2012 by and between DRS Creative, LLC, t/a VeraCruz (hereinafter the "Applicant") and Christopher Scott Patterson (hereinafter "Mr. Patterson" or "Protestant"), the abutting property owner, (collectively, the "Parties").

WHEREAS, on May 11, 2012 Applicant filed a new application with the District of Columbia Alcohol Beverage Control Board (hereinafter "ABC Board") for issuance of a class "CX" license for art gallery/multi-purpose premise located at 2106-2108 Vermont Ave, N.W., 2<sup>nd</sup> Floor (the "establishment").

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to address neighborhood concerns by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby Applicant will agree to adopt certain measures to address Mr. Patterson's concerns and Mr. Patterson will his withdraw protest of the issuance of the ABC License.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

- 1. Nature of Business:** The Applicant will manage and operate an art gallery without live musical entertainment or disc jockey.
- 2. Noise Suppression:** Applicant shall ensure that music, noise, and vibration from the establishment are not audible from within the adjacent Protestant's property. Applicant shall make improvements to the portion of the wall that is shared with Mr. Patterson's abutting property by installing professional sound reducing panels. Applicant will complete these improvements within 60 days of the approval of this Cooperative Agreement.

Applicant agrees to keep windows closed as necessary to prevent noise originating in the establishment during the establishment's operating hours from being audible at the Protestant's abutting property. Windows may remain open when the establishment is being painted/muralized for art exhibitions.

Applicant will encourage employees and patrons, by posted signs or other printed notation, to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes.

- 3. Loitering Policy:** Applicant will work to develop a policy which

affirmatively discourages any smokers from standing and smoking in the front of or immediately adjacent to Mr. Patterson's property, and leaving cigarette butts or litter on the sidewalk or on Mr. Patterson's property

4. **Trash Removal:** Applicant will maintain regular trash/garbage removal service, a minimum of three (3) times per week (days to be decided by owner and business necessity) from the trash and dumpster area and see that those areas are regularly kept clean. The trash and dumpster area shall be located at the rear of the property, and trash/garbage removal shall take place at the rear of the property. The Applicant shall enclose the dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will conduct regular rodent and pest (insect) abatement. Applicant shall provide proof of its rat and vermin control contract upon the request of Mr. Patterson. Applicant shall have the area around the Gallery properly cleaned at the end of each night as necessary to ensure there are not garbage and odors present the following morning.
5. **Parking:** Applicant will encourage its patrons to use public transit, and will encourage them to use nearby public parking facilities rather than parking on residential streets.
6. **Floors Utilized and Occupancy:** The small balcony off the kitchen of the establishment shall not be accessible to patrons.
7. **License Ownership and Compliance with ABRA Regulations:** Applicant shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licenses. Applicant also specifically agrees to be the sole owner of the ABC license.
8. **Right to Protest in the event of noise:** In the event that music, noise, or vibration originating in the establishment is audible from within the adjacent protestant's property and verbal notice is given to the Applicant or manager on duty at the time of offense, Applicant agrees to immediately reduce the source of noise until it is no longer audible from within the adjacent protestant's property. Mr. Patterson reserves the right to seek a Show Cause Hearing from the ABC Board pursuant to D.C. Official Code §25-447.
9. **Right to Protest, Notice and Opportunity to Cure:** Except as allowed by the previous paragraph, Applicant shall be notified in writing by the person or persons alleging violations of this Agreement and given an opportunity to cure within thirty (30) days thereafter before action against Applicant on the basis of such violation may be undertaken. If Applicant or licensee fails to cure within the 30 day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach by diligently pursuing such cure) such failure

shall constitute a cause of seeking a Show Cause Hearing from the ABC Board pursuant to D.C. Official Code §25-447. Any notices required to be made under this Agreement shall be in writing and mailed or hand-delivered to the other Parties to this Agreement at the addresses of record with ABRA. Notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

**10. Binding Effect:** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Voluntary Agreement applies.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 31st day of August 2012.

Christopher Scott Patterson

DRS Creative, LLC t/a Vera Cruz

By: CSM

By: [Signature]

Print Name: 8/31/2012

Print Name: Maeghan  
Nwabuozor