

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

In the Matter of:)	
)	
Stadium Sports, LLC)	
t/a Willie's Sports Brew & Que)	
)	
Applicant for a New)	
Retailer's Class CT License)	License No. ABRA-089141
)	Order No. 2012-311
at premises)	
300 Tingey Street, S.E.)	
Washington, D.C. 20003)	
)	

Stadium Sports, LLC, t/a Willie's Sports Brew & Que (Applicant)

Andy Litsky, Chairperson, Advisory Neighborhood Commission (ANC) 6D

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

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Stadium Sports, LLC, t/a Willie's Sports Brew & Que, Applicant for a new Retailer's Class CT license, located at 300 Tingey Street, S.E., Washington, D.C., and ANC 6D have entered into a Voluntary Agreement (Agreement), dated March 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 Andy Litsky and Commissioner David Garber, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 25th day of July, 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:

3rd Whereas Clause – The following language shall be removed: “Further, Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement.”

4th Whereas Clause – The following sentence shall be modified to read as follows: “Any change from this model shall be considered by both Parties in operation of great concern to residents and requires prior approval by the ABC Board.”

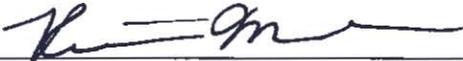
Section 8 (Security Cooperation in Stemming Illegal Drugs and Public Drinking) – The following language shall be removed: “...including at all times a Board approved trained employee on site, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.”

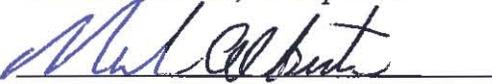
The parties have agreed to these modifications.

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

Stadium Sports, LLC
t/a Willie's Sports Brew & Que
License No. ABRA-089141
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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 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.



Near Southeast/Southwest
Advisory Neighborhood Commission 6D

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATORY ADMINISTRATION

2012 MAR 30 P 4:42

REC'D BY _____

1101 Fourth Street, SW
Suite W 130
Washington, DC 20024
202.554.1795
Email: office@anc6d.org
Website: www.anc6d.org

March 29, 2012

Ms. Ruthanne Miller, Chairperson
C/o Martha Jenkins
Alcoholic Beverage Regulatory Administration
2000 14th Street, N.W., Suite 400S
Washington, D. C. 20009

OFFICERS

Chairman
Andy Litsky
Vice Chairman
David Garber
Secretary
Bob Craycraft
Treasurer
Cara Shockley

Re: Willie's Sports Brew & Que, 300 Tingey Street, SE, Unit 110 – New Liquor License

Dear Ms. Miller:

At its regularly scheduled and properly noticed business meeting on February 13, 2012, at which a quorum was present (a quorum being four of seven Commissioners), ANC6D voted 4 to 1 to support the application of Stadium Sports, LLC, t/a Willie's Sports Brew & Que, 300 Tingey Street, SE, Unit 110, Washington, DC 20003 for a new liquor license.

COMMISSIONERS

SMD 1 *Bob Craycraft*
SMD 2 *Cara Shockley*
SMD 3 *Ron McBee*
SMD 4 *Andy Litsky*
SMD 5 *Roger Moffatt*
SMD 6 *Rhonda Hamilton*
SMD 7 *David Garber*

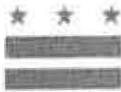
Please find enclosed a Voluntary Agreement executed by ANC 6D and Willie's Sports Brew & Que.

Please let me or Bert Randolph our Administrative Assistant know if you have any questions or require additional information.

Sincerely,

Andy Litsky
Chairman, ANC 6D

Attachment: Voluntary Agreement



Advisory Neighborhood Commission 6D

1001 4th Street, SW, Suite W130

• Washington, DC 20024

ANC Office: 202 554-1795 FAX: 202 554-1774

office@anc6d.org

VOLUNTARY/COOPERATIVE AGREEMENT

THIS VOLUNTARY/COOPERATIVE AGREEMENT ("Agreement") is made on this 12th day of March 2012 by and between Stadium Sports, LLC t/a Willie's Sports Brew & Que, 300 Tingey Street, SE, Unit 110, Washington, DC 20003 ABRA License # _____ ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties").

PREAMBLE

Through this agreement, both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

WITNESSETH

WHEREAS, Applicant has applied for a license Class CT for a business ("Establishment") indoor space, with a summer garden and an Entertainment Endorsement located at 300 Tingey Street, SE, Unit 110, Washington, DC 20003 ("Premises"); and

WHEREAS, the Applicant agrees to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect, within the ANC, on (i) the peace, order and quiet of the neighborhood and (ii) parking, pedestrian safety and vehicular traffic, to protect the interests of the neighborhood, its residents and other businesses, and to eliminate the need for a Protest Hearing regarding the license application. Further, Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement. and

WHEREAS, All parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement:

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The applicant will manage and operate an Establishment with 189 seats inside, 175 seats in a summer garden, with the total occupancy of the establishment 364. There may be live and recorded entertainment inside during hours specified below.
3. **Hours of Operation and Sales**
The applicant's hours of operation of the Establishment and the hours of sale and service of alcohol shall be:
Sunday to Thursday, 8:00 a.m. to 2:00 a.m.;
Friday and Saturday, 8:00 a.m. to 3:00 a.m.; and

the hours of live Entertainment in the indoor area of the Establishment shall be:
Sunday to Thursday, 12:00 n. to 11:00 p.m.;
Friday and Saturday, 12:00 n. to 1:00 a.m.; and

the hours of sale and service of alcohol in the summer garden shall be:
Sunday to Thursday, 12:00 n. to 11:00 p.m.;
Friday and Saturday, 12:00 n. to 1:00 a.m.
4. **Public Transportation Notification.** Public Transportation Notification. We recognize that Applicant has no dedicated vehicular parking spaces and that often a large number of patrons and attendees of special events will be expected; therefore, we encourage the Applicant to notify patrons when appropriate about convenient public transportation available nearby.
5. **Noise and Privacy.** Applicant will comply with D.C. Official Code 25-725 and to that end shall take all necessary actions to ensure that music, noise and vibration from the Establishment (including the outdoor spaces) are not audible to the extent provided for in DC Official Code 25-725. If mutually determined by ANC 6D and the applicant that the area surrounding the Establishment has developed with additional residential and business occupans that are negatively affected by noise from the Establishment as provided for in D.C. Official Code 25-725, the Applicant and ANC 6D (as represented by the SMD Commissioner and ABC Committee) shall work together to determine the most appropriate options for noise mitigation, especially in the outdoor areas.
6. **Public Space and Trash.** Applicant shall keep the sidewalk area (up to and including the curb), tree box(es), curb, and alley clean and free of litter and other debris in compliance with D.C. Code and Municipal Regulations. The landlord will provide a trash pick up service which

removes trash daily. Applicant shall ensure that any dumpster for which applicant is responsible does not encroach on abutting property owners, that the area around the dumpster is kept clean at all times, and that no garbage will be placed on any abutting property.

7. **Rats and Vermin Control.** The landlord shall be responsible for providing rat and vermin control for its property. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

8. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant agrees that it shall take all necessary steps to minimize such problems, including at all times a Board approved trained employee on site, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant shall have security cameras in several locations which record and store information for at least 30 days whose recordings shall be made available to representatives of ABRA and/or MPD.

9. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.

10. **Participation in the Community.** Applicant agrees to seek to maintain open communication with ANC 6D, and the community for which the ANC acts.

11. **Notice and Opportunity to Cure.** In the event that any of the parties is in breach of this Agreement, it 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 30 days of the date of such notice. If Applicant or the 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 and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, 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:

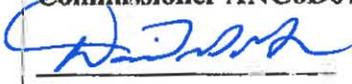
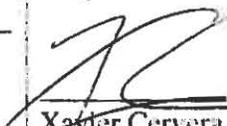
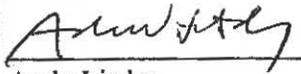
If to Applicant: Stadium Sports, LLC, t/a Willie's Sports Brew & Que,
Xavier Cervera, Managing Member
300 Tingey Street, SE, Unit 110
Washington, DC 20003

Phone: 202-674-3004 (cell); e-mail Xavier.cervera@vme.com

If to Protestants: Advisory Neighborhood Commission 6D
1101 4th Street, S.W., Suite W130
Washington, DC 20024
Attn: Chair, ANC
(202) 202 554-1795
Fax (202) 202 554-1774
Email: office@anc6D

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.

- 12. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:		APPLICANT:
Commissioner ANC6D07  David Garber	3/24/12 Date	Stadium Sports, LLC, t/a Willie's Sports Brew & Que  Xavier Cervera, Managing Member Date 3/21/12
Chair, ANC6D  Andy Litsky	3/28/12 Date	