

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

<u>In the Matter of:</u>)		
)		
Prince Hall Free Mason)		
And Eastern Star Charitable Foundation)		
t/a Prince Hall Free Mason)		
And Eastern Star Charitable Foundation)		
)		
Application for an Entertainment Endorsement)	License No.	26242
and to Renew its Retailer's Class "CR" License)	Case No.	9286-07/097P and
at premises)		9286-08/011P
)	Order No.	2008-181
1000 U Street, N.W.)		
Washington, D.C.)		
)		

Prince Hall Free Mason And Eastern Star Charitable Foundation t/a Prince Hall Free Mason And Eastern Star Charitable Foundation, Applicant

Thomas K.D. Smith, Chairperson, on behalf of Advisory Neighborhood Commission 1C

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application filed by Prince Hall Free Mason And Eastern Star Charitable Foundation t/a Prince Hall Free Mason And Eastern Star Charitable Foundation, to Renew its Retailer's Class "CR" License and for an Entertainment Endorsement to offer live music and convert its license class to a "CX", having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on August 29, 2007, in accordance with D.C. Official Code § 25-601 (2001). Advisory Neighborhood Commission (ANC) 1B filed timely opposition by letter dated August 4, 2007.

The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated March 3, 2008, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending Application is conditioned upon the Licensee's continuing compliance with the terms of the Voluntary Agreement.

Prince Hall Free Mason And Eastern Star Charitable Foundation
t/a Prince Hall Free Mason And Eastern Star Charitable Foundation
License No. 26242
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Accordingly, it is this 2nd day of April 2008, **ORDERED** that:

1. The protest of ANC 1B is **WITHDRAWN**;
2. The Application filed by Prince Hall Free Mason And Eastern Star Charitable Foundation t/a Prince Hall Free Mason And Eastern Star Charitable Foundation, to convert its Retailer's Class "CR" License to a Retailer's Class "CX" License and for an Entertainment Endorsement to provide live music at 1000 U Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and to the Applicant.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Judy A. Moy, Member


Mital M. Gandhi, 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

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VOLUNTARY AGREEMENT
License #26242, Prince Hall Free Mason and Eastern Star *Zac*
Charitable Foundation

This Voluntary Agreement (VA) made this 12th day of March, 2008, by and among Prince Hall Free Mason and Eastern Star Charitable Foundation (Applicant) and Advisory Neighborhood Commission 1B (Protestant).

RECITALS

Whereas, Applicant has applied for renewal of a Class CR04 license, and has additionally applied for an entertainment endorsement,

Whereas, Protestant has protested Applicant's application,

Whereas, the parties have agreed to enter into this voluntary agreement pursuant to DC Code Section 25-446 (2001 ed.), to resolve the issues raised by Protestants' objections, and to request that the Alcoholic Beverage Control (ABC) Board approve license #26242, conditioned on 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. Recital Incorporated. The recitals set forth above are incorporated herein by reference.
2. Applicant agrees to change the license class to CX.
3. Hours of operation will be:

Sunday	3:00PM	to	2:00AM
Monday through Friday	6:00PM	to	2:00AM
Saturday	1:00PM	to	2:00AM

2. Hours when live bands and/or musicians or disc jockey entertainment shall be allowed:

Sunday through Saturday	1:00PM	to	1:30AM
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3. Applicant acknowledges familiarity with and will comply with noise control provisions of 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 source of sound or noise, in accordance with DCMR 905. No music will be played or amplified to any outdoor area. The doors and windows of the premises will be kept closed at all times during business hours when music is being played, except when persons are in the act of using the door for ingress to or egress from premises. Applicant specifically agrees to prevent windows from being propped open during live or dj performances. Applicant agrees to restrict all events to

those run by organizations and or individuals who agree to be bound by the provisions set forth in this paragraph. Failure of any organization or individual to comply with this paragraph may result in the Applicant initiating appropriate restrictions for future use to insure compliance. Applicant will regulate volume of performance so as not to interfere with ability of abutting businesses to conduct normal business. Applicant agrees to installation of sufficient sound proofing if or when it is shown that emissions of amplified sounds are in violation of District of Columbia regulations.

4. Applicant shall maintain regular trash and recyclables service to assure that the trash holding areas remain clean and secure. No trash or recycle containers shall be placed in public space. Applicant acknowledges the immediate proximity of residences to the south (rear) of location, and will both train staff and install signage for staff requiring that this area should be quiet after 10PM weekdays and 11PM on weekends. Dumping of trash and recycles will be coordinated so as not to disturb the peace and quiet of neighboring residents.

5. Applicant shall provide internal security during evening hours when either live music or dj performances occur. Applicant shall supply ABC Board with a description of businesses security plan to be placed in the ABRA files, and will provide both Protestant and ABRA with copies of any changed or updated security documentation.

6. 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 DC 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 licensee: President
Prince Hall Freemason & Eastern Star
Charitable Foundation
1000 U Street NW
Washington DC 20001

If to protestant: ANCIB
PO Box 73710
Washington, DC 20056

Applicant may change the notice address listed above by written notice to the signatories hereto. Applicant shall provide a written response to any notification under this Agreement within five

business days. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be concurrent with the filing of a complaint with the ABC Board.

7. Withdrawal of protest. Protestant hereby withdraws its protest and joins with Applicant in requesting that the ABC Board accept this Agreement as a condition of approval of renewal and amendments to ABC license 26242.

8. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature and may be appended to any other counterpart.

9. Authority. Representatives executing this agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

In witness whereof, the parties have executed this Voluntary Agreement as of the day and date first above written.

Applicant



President, Prince Hall Freemason & Eastern Star
Charitable Foundation

Protestant



Thomas Kwesi Danda Smith, Chairman ANC1B



Philip C. Spalding, SMD Commissioner for ANC1B02

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PHESCF BALLROOM SECURITY MISSION

REC'D BY

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The Prince Hall Freemason & Eastern Star Charitable Foundation (hereafter PHESCF) is a 501c3 organization established to promote and administer programs designated to serve the District of Columbia community through the charitable works of the District of Columbia Prince Hall Masonic family of organizations. The mission of facilitating and consolidating the charitable works of the Prince Hall membership organizations of the District of Columbia is chiefly focused on charitable activities which occur in large part at its historic site located at 1000 U Street NW, Washington D.C. While Prince Hall Masonry operated in the District of Columbia as early as 1816, this site was erected in 1923 by the Prince Hall Family and is a magnificent structure on the Historic Preservation Register. Its Ballroom located on the second floor is used by the Prince Hall family for charitable and community activities. It is also available to the public and other organizations for charitable, educational and social events. The Ballroom has a unique historical significance from the days of segregation in the District of Columbia where it was one of the few sites where African Americans could have large-scale formal and social events at a time when access to other similar venues was prohibited based on race. The mission of Prince Hall Masonry is founded upon a number of ideals of which include both service and charity to the community. These ideals and the historical significance of the building are cornerstones of the commitment of the PHESCF to continue the operation of the ballroom as a venue open to the public as a safe and secure venue consistent with its historical traditions of service to all segments of the community. To this end, all organizations and persons using the Ballroom must agree to abide by the terms of the Voluntary Agreement with the ANC a copy of which is attached. With respect to the ballroom, it is the goal of the PHESCF to provide an atmosphere that features a mature, competent, knowledgeable, friendly staff where the security presence is visible and comfortable.

At all times the security operation of the ballroom will be staffed at a level that staff can see and be seen by a majority of the ballroom patrons. Security visibility is the number one deterrent to problem patrons. To insure industry standard security for the ballroom and its

patrons, the PHESCF for the past two decades has employed the same licensed and insured security firm regarding events held in the ballroom. The firm has extensive experience and expertise with respect to all phases of security for public and private events involving the sale and consumption of alcohol.

POLICE RELATIONSHIP

PHESCF will maintain an active relationship with the police and a number of Police Officers are members of the Prince Hall family. PHESCF has been and will remain current with issues affecting the community and neighborhood. Management and staff will assist and cooperate with police in the performance of their duties.

STAFFING

PHESCF will seek polite, level headed, mature individuals committed to customer service and service to the community to join our staff. All ballroom staff members will be certified in T.I.P.S. (Training for Intervention Procedures) within 4 weeks of being hired. All bartenders will become licensed ABC managers in the District of Columbia within 6 weeks of being hired. Staff will be expected to maintain the high standards of PHESCF and will also be expected to stay current with local and industry news. Management will hold regular staff meetings during which refresher training, customer intervention techniques and service issues will be covered.

UNIFORMS

PHESCF security will wear highly visible, easily identifiable uniforms. They will wear dark pants and shoes and their uniform will be clean.

BALLROOM ENTRY PROCEDURES

PHESCF entry personnel will be mature individuals with a background and experience in the public events and will conduct themselves in a strong, tactful, professional manner. There will always be at least two personnel posted at the entrance to the ballroom. At all events where alcohol is sold, every patron will possess and show a valid, government issued id. Entry personnel will verify the id is authentic, valid and belongs to the patron, focusing on the picture, height and weight. Any questionable Id's will be brought to the attention of the manager. Patrons will also be screened to ensure they are not intoxicated, combative or belligerent.

PHESCF pledges to continually research explore and utilize the current technologies for ID scanning as away to supplement the ID checking process.

INTERIOR SECURITY POSTING

Security staff posting will be based on an integrated security system of fixed position static posts and floating area posts. Security assigned to static posts are responsible to keep points of egress free and clear of congestion and obstructions while monitoring customer activity. At a minimum, static posts will be established at each exit and stairway. Area posts will be manned by roamers and will have a specific area (lounge, dance floor, lobby, first or second floor) for which they are responsible. They will remain mobile in their specific area. They will check on the static posts and bar staff in their area to spot issues. All security staff are responsible for keeping their respective areas clean and roamers and bar backs will assist in cleaning through out the ballroom. Picking up cups and bottles is an effective way to get close to customers to monitor their activity without appearing obtrusive. A clean, orderly ballroom also helps to maintain a sense of order and control by PHESCF staff.

COMMUNICATION

All managers and security will be equipped with a mobile two-way radio. They will also be equipped with earpieces if appropriate. The radios will be used to alert staff and managers of issues as they arise. Security will also have small flashlights which will measure no more than 8 inches in length. The flashlights will be used for illumination and can also be used to signal to other staff.

PRE SHIFT INSPECTION

Prior to the Ballroom being open to the public for an event, managers and supervisors will conduct a walk through of the ballroom checking for deficiencies. They will pay particular attention to safety issues, exit signs, fire pull stations, exit doors, emergency lighting, stairwell lighting, cleanliness, plumbing and the HV AC systems. They will correct all deficiencies prior to opening and note any that cannot be corrected immediately in the work log.

SECURITY SHIFT MEETING

A security staff shift meeting will be held prior to any event in the ballroom. The staff will be inspected to ensure they are fit for duty and in the proper uniform. Radios will be issued and the staff will be posted.

CUSTOMERS ISSUES

Customers that are identified by staff or other customers as being problematic will be approached by at least two staff members. They will be discreetly spoken to in a calm, firm manner. They will be made aware that their conduct is not acceptable. This should correct the problem but if

warranted, the customer may be asked to leave and escorted out. A manager will be made aware any time a customer is escorted out.

ESCORTING PATRONS OUT

Sometimes visible staff presence, rule enforcement and warnings will not be enough, and for the safety of staff and customers alike, problem patron must be removed. Whenever possible, two or more PHESCF staff will be present when a customer is being escorted out. The first step will be to explain to the customer why they are being asked to leave and then verbally requesting they comply. If the customer was previously warned, they already know why they are being asked to leave and if treated courteously, may leave without a problem. The customer will be given a moment to collect themselves and PHESCF staff will escort them out. In escorting a patron out, PHESCF staff will use body stance to help direct the patron being escorted out. Primary direction to patrons being escorted out will be with verbal commands and the presence of more security staff.

PATRON DISPUTES

When two patrons are being escorted out for having a dispute with each other, the more agitated patron will be escorted out first. After the more agitated patron has left the property and the area, the second patron will be escorted out. A manager will be notified and the incident log will be annotated.

MEDICAL ISSUES

All injured patrons will be offered medical attention and a manager will be notified and respond. If it is appropriate, the patron will be brought to the office area and first aid will be applied. If the injury is more serious than PHESCF staff can treat, 911 will be called. We will be prepared to tell the 911 dispatcher; the nature of the emergency, our