

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

In the Matter of:

Justin's Café, LLC
t/a Justin's Café

Application for Renewal of a
Retailer's Class CR License

at premises
1025 1st Street, S.E.
Washington, D.C. 20003

Case No. 13-PRO-00014
License No. ABRA-083690
Order No. 2013-314

Justin's Café, LLC, t/a Justin's Café (Applicant)

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

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

**ORDER ON SECOND SUPPLEMENT TO SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 6D**

The Application filed by Justin's Café, LLC, t/a Justin's Café, (Applicant), for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 28, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6D entered into a Voluntary Agreement (Agreement), dated January 11, 2010, and a Supplement to Voluntary Agreement (Supplement), dated June 14, 2010, that governs the operation of the Applicant's establishment. This matter comes now before the Board to consider the Parties' Second Supplement to Settlement Agreement (Second Supplement), dated May 31, 2013, in accordance with D.C. Official Code § 25-446 (2001).

Justin's Café, LLC
t/a Justin's Café
Case No. 13-PRO-00014
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The Second Supplement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Andy Litsky, on behalf of ANC 6D, are signatories to the Agreement.

This Second Supplement constitutes a withdrawal of the Protest filed by 6D of this Application.

Accordingly, it is this 26th day of June, 2013, **ORDERED** that:

1. The Application filed by Justin's Café, LLC, t/a Justin's Café, for renewal of its Retailer's Class CR License located at 1025 1st Street, S.E., Washington, D.C., is **GRANTED**;
2. The Protest of the ANC 6D in this matter is hereby **WITHDRAWN**;
3. The above-referenced Second Supplement 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 and the First Supplement, not amended by the Second Supplement, shall remain in full force and effect; and
5. Copies of this Order shall be sent to the Applicant and ANC 6D.

Justin's Café, LLC
t/a Justin's Café
Case No. 13-PRO-00014
License No. ABRA-083690
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District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, 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.



SECOND SUPPLEMENT TO VOLUNTARY AGREEMENT

THIS SECOND SUPPLEMENT TO THE VOLUNTARY AGREEMENT dated January 11, 2010, is made on this 31st day of May 2013 by and between Justin's Café t/a Justin's Café ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, the Parties entered into a Voluntary Agreement on January 11, 2010 pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment(defined below) in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, the Parties entered into a Supplement to Voluntary Agreement on June 14, 2010 which gave Applicant permission to operate a sidewalk café as part of the Establishment; and

WHEREAS, Applicant has requested permission to provide live entertainment inside the Premises(defined below) and dispense beer at the sidewalk café, subject the Voluntary Agreement, the Supplement To Voluntary Agreement, the terms hereof, and the existing License Class CR for a restaurant business establishment ("Establishment") located at 1025 First Street, S.E., Unit 105, Washington, D.C. ("Premises"); and

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

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 as well as in the earlier Voluntary Agreement dated January 11, 2010 and the Supplement to Voluntary Agreement dated June 14, 2010.
2. **LIVE ENTERTAINMENT.** The Applicant may have live music one day a week, inside the restaurant on Thursdays from 5pm-8pm. Such entertainment may consist of one-man guitar and/or a vocalist act. The music shall serve primarily as background music, not a show, and there will not be a cover charge. The equipment that may be used will be an acoustic guitar and a microphone. On days when the Nationals are playing at home, Applicant will provide its customary security detail on site. On days when the Nationals are not playing at home, security is not required. Applicant will take all reasonable steps necessary to prevent such music, from being audible within the adjacent residential properties.
3. **DISPENSING BEER AT SIDEWALK CAFÉ.** On days when the Nationals have home games, Applicant may use one of its four tables allowed for its sidewalk café as a jockey box to dispense draft beer. The jockey box will be in the corner of the sidewalk space, and will take up no more space than a seated table of guests. The dispensing hours shall be from 12pm to midnight, and the jockey box would only be used when the Nationals are playing at home. The beer would be poured into plastic cups. On days the Nationals play at home, applicant shall have 2 security guards on duty at all times, and they would be monitoring the jockey box at all times and making sure that order is maintained and noise is at an appropriate level so as to not disturb neighbors. The sidewalk café is and will be bordered by stations, and customers will not be able to leave the secured area with a beer. Customers will only be allowed to purchase one beer at a time. This area will also be under 24-hour video surveillance by the Velocity building security cameras.
4. **NOTICES**

Applicant: Justin's Cafe
1025 First Street, S. E.
Washington, DC 20003
Attn: Justin Ross
(301) 538-3540

Protestants: Advisory Neighborhood Commission 6D
1101 4th Street SW, Suite W130
Washington, DC 20024
Attn: Chair
(202) 554-1795
Fax (202) 554-1774

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.

5. **EFFECT.** Except as provided herein and amended hereby, the Voluntary Agreement and Supplement To Voluntary Agreement shall remain in full force and effect.
6. **PROTEST.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall not Protest the requested change to the license.

PROTESTANT:	APPLICANT:
ANC 6D	Justin's Cafe
By <u>Andy Litsky</u> 6/5/13 Andy Litsky Chair	By <u>Justin Ross</u> 6/5/13 Justin Ross Date



Near Southeast/Southwest
Advisory Neighborhood Commission 6D

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

June 5, 2013

Ruthanne Miller, Chair
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

OFFICERS

Chairman
Andy Litsky
Vice Chairman
Ed Kaminski
Secretary
Donna Hopkins
Treasurer
Ron McBee

VIA E-MAIL: sarah.fashbaugh@dc.gov

RE: ABRA-083690, 13-PRO-00014, Justin's Cafe, 1025 1st Street SE, License
Renewal

Dear Ms. Miller:

COMMISSIONERS

SMD 1 *Donna Hopkins*
SMD 2 *Ed Kaminski*
SMD 3 *Ron McBee*
SMD 4 *Andy Litsky*
SMD 5 *Roger Moffatt*
SMD 6 *Rhonda Hamilton*
SMD 7 *David Garber*

At its regularly called, properly noticed meeting on May 13, 2013, with a quorum present, Advisory Neighborhood Commission (ANC) 6D voted 5-0 to withdraw its protest of the above-referenced request and support a Second Supplement to the Voluntary Agreement.

For your review and approval, please find enclosed the Second Supplement to the Voluntary Agreement, which was executed by both parties.

Should you have any questions, please feel free to contact me or Susan Eads Role, ANC 6D's Executive Director.

Sincerely,

Andy Litsky
Chairman, ANC 6D
Southwest & Near SE

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

In the Matter of:)	
)	
Justin's Cafe, LLC)	
t/a Justin's Café)	
)	
Holder of a)	License No. ABRA-083690
Retailer's Class CR License)	Order No. 2011-095
)	
at premises)	
1025 1 st Street, S.E.)	
Washington, D.C. 20003)	

Justin's Cafe, LLC, t/a Justin's Café ("Applicant")

Ron McBee, Chairperson, Advisory Neighborhood Commission (ANC) 6D

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON SUPPLEMENT TO VOLUNTARY AGREEMENT

The Applicant and Advisory Neighborhood Commission 6D entered into a Voluntary Agreement (Agreement), dated January 11, 2010, setting forth the terms and conditions by which the Applicant would operate its establishment. This matter comes now before the Alcoholic Beverage Control Board (Board) to consider the Parties' Supplement to Voluntary Agreement (Supplement), dated June 14, 2010, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the original Agreement; and the Applicant and Chairperson Ron McBee, on behalf of ANC 6D, are signatories to the Supplement. The Supplement has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Supplement, all

Justin's Cafe, LL
t/a Justin's Café
License No. ABRA-083690
Page 2

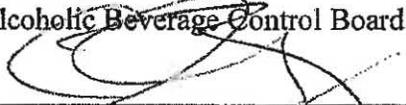
terms and conditions of the original Agreement not amended by the Supplement shall remain in full force and effect.

Accordingly, it is this 26th day of January 2011, **ORDERED** that:

1. The Supplement to Voluntary Agreement by and between Justin's Cafe, LLC, t/a Justin's Café, located at 1025 1st Street, S.E., Washington, D.C., and ANC 6D to the existing January 11, 2010 Agreement is **APPROVED**;
2. The above-referenced Supplement is **INCORPORATED** as part of the existing Agreement and this Order; and
3. Copies of this Order shall be sent to the Applicant and Chairperson Ron McBee, Dr. Coralie Farlee, and Commissioner Andy Litsky, on behalf of ANC 6D.

Justin's Cafe, LL
t/a Justin's Café
License No. ABRA-083690
Page 3

District of Columbia
Alcoholic Beverage Control Board

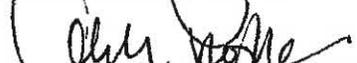

Charles Brodsky, Chairperson


Mital M. Gandhi, Member


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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

ABRA



PO Box 71156 • Washington, DC 20024-0998
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

DEPARTMENT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGISTRATION & LICENSATION

2010 JUN 18 P 2:32
[Signature]

SUPPLEMENT TO VOLUNTARY AGREEMENT

THIS SUPPLEMENT TO THE VOLUNTARY AGREEMENT ("Agreement") dated January 11, 2010, is made on this 14th day of June 2010 by and between Justin's Café t/a Justin's Café ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied to add a sidewalk café to the existing License Class CR for a restaurant business establishment ("Establishment") located at 1025 First Street, S.E., Unit 105, Washington, D.C. ("Premises"); 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 for this change conditioned upon the Applicant's compliance with the terms of this written Agreement; 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 on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

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 as well as in the earlier Voluntary Agreement dated January 11, 2010.
2. **Nature of the Business.** The Applicant will manage and operate an Establishment with an emphasis on food, with separate restaurant and bar areas and a sidewalk café. There will be no live music either indoors or in the sidewalk cafe. Any change from this model shall be considered to be a change in operation and requires prior approval by the ABC Board.

3. **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:

Sunday 11:30 a.m. to 10:00 p.m.,
Monday through Thursday 11:30 a.m. to 1:00 a.m.,
Friday and Saturday 11:30 a.m. to 2:00 a.m.

Restaurant hours will be:

Sunday, 11:30 a.m. to 10:00 p.m.
Monday through Thursday, 11:30 a.m. to 11:00 a.m.
Friday and Saturday, 11:30 a.m. to 12 midnight.

The Applicant's hours for **selling and serving alcohol** both indoors and at the sidewalk café shall be as follows:

Sunday 11:30 a.m. to 10:00 p.m.
Monday through Thursday 11:30 a.m. to 1:00 a.m.
Friday and Saturday 11:30 a.m. to 2:00 a.m.

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment consisting of 1400 square feet on the first floor of the building. The restaurant area of the Establishment will have no more than 24 seats; in the bar area, there will be 9 bar stools and additional standing occupancy of 12, with the maximum occupancy of the Establishment not exceeding 61 patrons. The sidewalk café area will be approximately 300 square feet with four tables of four seats each, a total of 16 seats, with additional persons standing which may include smokers who exit from the indoor area for a smoking "break."

5. **Sidewalk Café.** Applicant shall provide smokeless ashtrays on the sidewalk café, shall not have music piped to exterior areas of the building, and shall ensure that no open containers of alcohol are carried beyond the area authorized for the sidewalk café. Applicant has agreed to monitor sounds from voices on the sidewalk café and shall ensure that any reasonable concerns raised by nearby residents are remedied as soon as possible, at a maximum within a ten day period.

6. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725. Applicant shall take all reasonable necessary actions to preclude that music, noise and vibration from the Establishment are audible within the adjacent residential properties. If necessary, and particularly in the winter, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

7. **Security Cooperation.** In addition to the cameras already installed for the inside of the property, the Applicant shall work with the landlord, Velocity Condominium, to ensure that at least one exterior camera covers the sidewalk café area. The cameras shall record continuously and retain the information for at least 30 days.

Page 3 of 3, Supplement to 1/11/10 VA Justin's Café and ANC6D, June 2010

Applicant: Justin's Cafe
1025 First Street, S. E.
Washington, DC 20003
Attn: Justin Ross
(301) 538-3540

Protestants: Advisory Neighborhood Commission 6D
P.O.Box 71156
Washington, DC 20024
Attn: Chair
(202) 554-1795
Fax (202) 554-1774

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.

7. **Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall not Protest the requested change to the license.

PROTESTANT:	APPLICANT:
ABC Committee, ANC6D	Justin's Café
By: <u>Coralie Farlee</u> 6/14/10 Coralie Farlee, Chair Date	By: <u>[Signature]</u> 6/14/10 Justin Ross Date
ANC6D	
By: <u>Robert Siegel</u> 6/14/10 Robert Siegel, Commissioner, ANC6D07 Date	
By: <u>Ron McBee</u> 6/14/10 Ron McBee, Chair Date	

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

In the Matter of:)	
)	
Justin's Café)	License Number: 83690
t/a Justin's Cafe)	ORDER NUMBER: 2010-340
)	
Application for New Retailer's)	
Class CR License)	
at premises)	
1025 1 st Street, S.E.)	
Washington, D.C. 20003)	

Justin's Cafe, t/a Justin's Cafe, Applicant

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

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that Justin's Cafe, t/a Justin's Cafe, Applicant for a new Retailer's Class CR License located at 1025 1st Street, S.E., Washington D.C., and Andy Litsky, Chair, ANC 6D (collectively, the "Parties"), have entered into a Voluntary Agreement (Agreement) dated January 11, 2010, setting forth the terms and conditions that govern 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 Litsky, Commissioner Siegel, and Coralie Farlee are signatories to the Agreement.

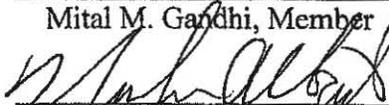
Justin's Cafe
t/a Justin's Cafe
License No: 83690
Page 2

Accordingly, it is this 12th day of May 2010, **ORDERED** that:

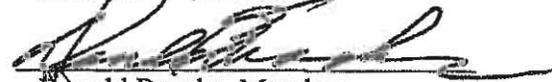
1. The Application filed by Justin's Café, t/a Justin's Cafe, for a new Retailer's Class CR license located at 1025 1st Street, S.E., Washington D.C., is **GRANTED**;
2. This above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board

Mital M. Gandhi, Member



Nick Alberti, Member

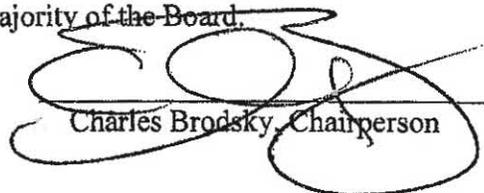


Donald Brooks, Member



Herman Jones, Member

I dissent from the position taken by the majority of the Board.

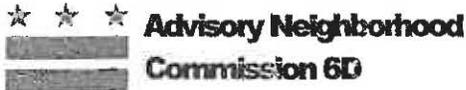


Charles Brodsky, Chairperson

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, 1250 U Street, N.W., 3rd Floor, Washington, D.C. 20009.

ABR

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATORY ADMINISTRATION



2010 JAN 12 P 3:09
PO Box 71156 • Washington, DC 20024-0998
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 11th day of January 2010 by and between Justin's Cafe t/a Justin's Cafe ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Class CR for a restaurant business establishment ("Establishment") located at 1025 First Street, S.E., Unit 105, Washington, D.C. ("Premises");

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; 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 on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

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 an emphasis on food, with separate restaurant area and bar area. There will be no sidewalk café or rooftop garden as noted below. There will be no live music. 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.

3. **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:

Sunday 11:30 a.m. to 10:00 p.m.,
Monday through Thursday 11:30 a.m. to 1:00 a.m.,
Friday and Saturday 11:30 a.m. to 2:00 a.m.

Restaurant hours will be:

Sunday, 11:30 a.m. to 10:00 p.m.
Monday through Thursday, 11:30 a.m. to 11:00 p.m.
Friday and Saturday, 11:30 a.m. to 12 midnight

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday 11:30 a.m. to 10:00 p.m.
Monday through Thursday 11:30 a.m. to 1:00 a.m.
Friday and Saturday 11:30 a.m. to 2:00 a.m.

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment consisting of 1400 square feet on the first floor of the building. The restaurant area of the Establishment will have no more than 24 seats; in the bar area, there will be 9 bar stools and additional standing occupancy of 12, with the maximum occupancy of the Establishment not exceeding 61 patrons.
5. **Parking/Valet Arrangements.** It is a concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. There is street parking available adjacent to this Establishment.
6. **Sidewalk Café, rooftop garden.** Applicant will have neither sidewalk café or rooftop garden.
7. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make reasonable appropriate architectural improvements to the property and take all reasonable necessary actions to preclude that music, noise and vibration from the Establishment are audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
8. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials from the Establishment are promptly removed. The Applicant will share a dumpster with the Velocity condominium building of which this Establishment is a rental unit. The Velocity condominium

association is responsible for maintenance of the dumpster and surrounding area.

9. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestants. 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.
10. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Protestants are concerned that the capacity sought by the Applicant for the Premises may pose security and crime issues. Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, 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. This will include ensuring that any individuals who are simply loitering are asked to move along. The Applicant will become familiar with MPD's "Barring Notice" used for shoplifters, disorderly people, loiterers, panhandlers, and or intoxicated persons who need to be barred from the premises as the applicable law requires and shall utilize such barring notice procedures as needed. The Applicant will install and properly maintain at least one surveillance camera inside of the property used by the Applicant to conduct business. The camera shall record continuously and retain the information for 30 days. The Applicant will contact the MPD and report and log any and all unlawful activity conducted inside or observed outside of the property used by The Applicant for business. This shall include detailing the complaint to the police in a securely banded binder notebook that is located on the premises. This log will include the name of the person in the Establishment who made the call to MPD and how the incident was resolved. The bindered notebook will be accessible to MPD and the ANC. The Applicant will not knowingly sell alcoholic beverages to an intoxicated person. The Applicant will take all reasonable precautions to avoid the sales of alcoholic beverages in any form to anyone accompanying a person who has been denied service if it appears that an attempt is being made to buy alcohol for that person who has been denied.
11. ***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. Applicant also specifically agrees to be the sole owner of the ABC license.
12. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts. To this end, Applicant shall at least quarterly be represented at ANC public meetings, which

currently occur on the second Monday of each month at 7:00 p.m. at St. Augustine's Episcopal Church, 6th and M Streets, S.W. Washington, D.C. 20024 (there is no meeting in August, and the October meeting is on the third Monday). 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. Applicant shall make job announcements in public areas of ANC6D and attempt to give tie-breaking consideration to residents of ANC6D, especially SMD 07.

- 13 ***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:

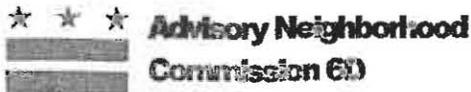
If to Applicant: Justin's Cafe
1025 First Street, S. E.
Washington, DC 20003
Attn: Justin Ross
(301) 538-3540

If to Protestants: Advisory Neighborhood Commission 6D
P.O.Box 71156
Washington, DC 20024
Attn: Chair
(202) 554-1795
Fax (202) 554-1774

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.

14. ***Protest.*** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall not Protest the application.

PROTESTANT:	APPLICANT:
ABC Committee, ANC6D By: <u>Coralie Farlee</u> 1/11/10 Coralie Farlee, Chair Date	Justin's Café By: <u>Justin Ross</u> 1/11/10 Justin Ross Date
ANC6D By: <u>Robert Siegel</u> 1/11/2010 Robert Siegel, Date Commissioner, ANC6D07 By: <u>Andy Litsky</u> 1/11/2010 Andy Litsky, Chair Date	



PO Box 71156 • Southwest Station • Washington, DC 20024
Office: 202 554-1795 • FAX: 202 543-0183
office@anc6d.org

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATORY ADMINISTRATION

January 12, 2010

2010 JUN 12 P 2:09

Mr. Charles Brodsky, Acting Chair
Alcoholic Beverage Regulatory Administration
1250 U Street, NW, 3rd floor
Washington, D. C. 2000

REC'D BY 

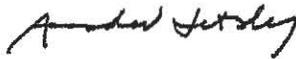
**Re: Stipulated License for the Justin's Café a CR license and New Liquor License, located at
1025 First Street, SE, Unit 105**

Dear Mr. Chairman:

At its regularly scheduled business meeting on January 11, 2010, at which a quorum was present (a quorum being four of seven Commissioners), ANC-6D voted 6 to 1 to support the above application for a stipulated license to operate CR Restaurant located at 1025 First Street, SE, Unit 105. Additionally the Commission voted 6 to 1 to support the issuance of a New CR license.

The ANC has negotiated a strong Voluntary Agreement with the Justin's Cafe (copy attached) which includes, as well as adherence to ABRA regulations, strict stipulations on the hours of operation, means of identifying the age of guests, ANC and specific language provided by MPD relating to public safety.

Sincerely,



Andy Litsky
Chairman, ANC-6D