THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Smith Commons DC, LLC t/a Smith Commons		
Holder of a Retailer's Class CR License	License No. Order No.	ABRA-084598 2014-299
at premises 1245 H Street, N.E. Washington, D.C. 20002		

Smith Commons DC, LLC, t/a Smith Commons (Licensee)

Jay Williams, Commissioner, Advisory Neighborhood Commission (ANC) 6A

BEFORE: Ruthanne Miller, Chairperson
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that a previous holder of a license for the premises and ANC 6A entered into a Voluntary Agreement dated August 19, 2009. The Voluntary Agreement was approved by the Board on November 18, 2009.

Smith Commons DC, LLC, t/a Smith Commons (Licensee), as the current holder of the Retailer's Class CR license, is required to comply with the terms of the Agreement, dated August 19, 2009, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated July 10, 2014, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Jay Williams, on behalf of ANC 6A, are signatories to the Amendment.

Accordingly, it is this 23rd day of July, 2014, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement, dated July 10, 2014, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;

2. All terms and conditions of the previous Agreement, not amended by the Amendment, shall remain in full force and effect; and

3. Copies of this Order shall be sent to the Licensee and ANC 6A.

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

Donald Brooks, Member

Mike Silverstein, Member

Herman Jones, Member

Hector Rodriguez, Member

James Short, Member

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

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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

Made this 10th day of July, 2014

by and between

Smith Commons DC, LLC t/a Smith Commons (ABRA # 084598)
1245 H Street, NE
Washington DC 20002

and

Advisory Neighborhood Commission 6A

The Settlement Agreement between the parties listed above (then between "DREWS" and ANC 6A, fully executed on September 1, 2009) is amended with the following agreement, which will become an addendum to the current SA.

The Parties Agree As Follows:

Section 3(d) of the above-referenced Settlement Agreement is hereby deleted and is no longer part of the parties' Settlement Agreement.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: Jerome Bailey Date: 7/10/14

Signature:

Advisory Neighborhood Commission 6A Representative:

By: Jay Williams Date: 7/10/14

Signature:

District of Columbia Government
Advisory Neighborhood Commission 6A
P. O. Box 75115
Washington, DC 20013

July 10, 2014

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

Re: ABRA #084598 (Smith Commons DC, LLC t/a Smith Commons)

Dear Ms. Miller,

Advisory Neighborhood Commission 6A has agreed to an amendment of its Settlement Agreement with Smith Commons (1245 H Street NE). The jointly signed SA Amendment is attached.

At its July 10, 2014 meeting, the ANC voted 7-0 to amend its Settlement Agreement with Smith Commons and not to protest the establishment's request for a summer garden endorsement.

In the same vote, the ANC also agreed to support a stipulated endorsement for Smith Commons to operate its summer garden during the placarding period.

Five Commissioners are required for a quorum. This monthly meeting was publicly announced and properly noticed. ANC 6A meetings are advertised electronically on the anc6a-announce@googlegroups.com, ANC-6A and NewHillEast Yahoo Groups, on the Commission's website, and through print advertisements in the *Hill Rag*.

If you have any questions regarding this SA amendment or the ANC's support of a stipulated endorsement, please do not hesitate to contact me.

On behalf of the Commission,

Jay Williams
Commissioner, ANC 6A05
Chair, ANC 6A ABL Committee

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Double A Hospitality, Inc.,	)	
t/a Drew's	)	
	)	
Application For a Retailer's	)	
Class CR License	)	
	)	License No. 82364
at premises	)	Order No. 2009-261
1245 H Street, N.E.	)	
Washington, D.C. 2002	)	
	)	

Double A Hospitality, Inc., t/a Drew's, Applicant

Joseph Fengler, Chairperson, Advisory Neighborhood Commission 6A ("ANC 6A")

Robert Pittman and Cherie Mitchell, on Behalf of a Group of Five or More Individuals ("Protestants")

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

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Control Board (Board) reflect that Double A Hospitality, Inc., t/a Drew's (Applicant), filed an Application for a new Retailer's Class CR License located at 1245 H Street, N.E., Washington D.C., and Joseph Fengler, Chair, ANC 6A have entered into a Voluntary Agreement, dated August 19, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

The Board's official records also reflect that the Applicant and Protestants have entered into a separate Voluntary Agreement, dated October 20, 2009, that has also been reduced to writing and properly executed and filed with the Board. This Agreement constitutes a withdrawal of the Protest of this Application.

The Board is approving these two Agreements and notes that where there are differences between the two Agreements with regard to the terms and conditions, the Agreement with the more restrictive terms will govern.

Accordingly, it is this 18th day of November 2009, **ORDERED** that:

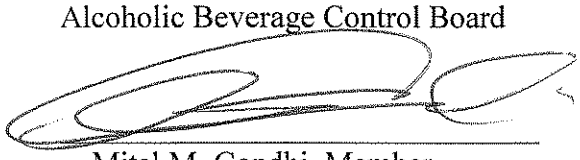
1. The Application filed by Double A Hospitality, Inc., t/a Drew's, for a new Retailer's Class CR license located at 1245 H Street, N.E., Washington, D.C., is **GRANTED**;

2. The Protest in this matter is hereby **DISMISSED**;

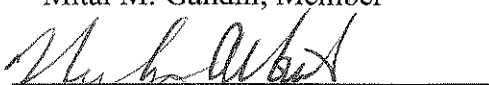
3. The above-referenced Voluntary Agreements submitted by the Applicant, ANC 6A, and Protestant to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Applicant, ANC 6A, and Protestants.

District of Columbia
Alcoholic Beverage Control Board

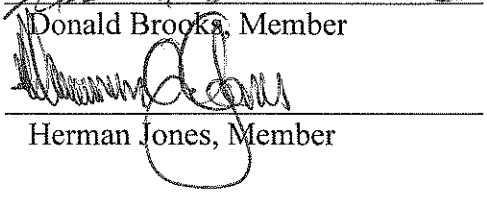


Mital M. Gandhi, Member



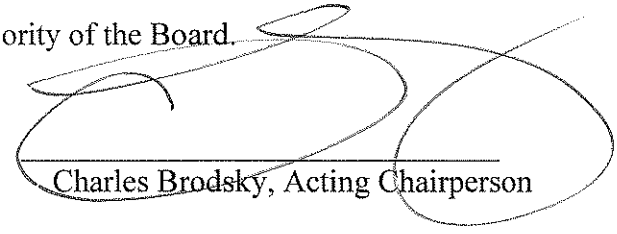
Nick Alberti, Member

Donald Brooks, Member



Herman Jones, Member

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



Charles Brodsky, Acting 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

Made this 19th day of August, 2009
by and between
DREWS
1245 H Street, NE
Washington DC 20002

and

Advisory Neighborhood Commission 6A

Preamble

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business in the ANC 6A community, while concurrently curtailing any adverse effects a business such as the applicant's could have on the surrounding neighborhood.

The applicant agrees to work regularly with the ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this agreement are reasonable and must become wholly integrated into the day-to-day operation of the business establishment.

Further, ANC 6A acknowledges that this Cooperative Agreement shall be presented to all Class CR applicants within the boundaries of ANC 6A. The community and merchants have agreed that it is in all the parties best interests to standardize the requirements for the operations of restaurant, tavern, and nightclub establishments within the boundaries of ANC 6A. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Cooperative Agreement that will unfairly benefit or, conversely, cause competitive disadvantage to, any individual applicant or establishment within the ANC, unless such change is required by the District of Columbia government, other authorized governmental bodies, or rule of law.

The community and merchants understand and agree that the changes imposed upon the operations of all licensees within the ANC as set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses.

Witnesseth

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class CR Liquor License at the subject premises; and,

The Parties Agree As Follows:

1. Public Space Cleanliness and Maintenance. Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:

a. Picking up trash, including beverage bottles and cans, and all other trash a minimum of twice daily (once immediately before business hours and again between 5:00 p.m. and 8:00 p.m.).

b. Maintaining regular trash garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean.

c. Applicant shall deposit trash and garbage only in 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.
d. Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
e. Assisting in maintenance of the curb in front of the establishment to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulation in these respects.
f. Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
e. Promptly removing or painting over any graffiti written on the exterior walls of the property.

2. Business Operations and Practices:

a. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as:

i. Any person convicted of alcohol offences or alcohol-related crimes three times or more in any one year; and
ii. Who has been so identified to the licensee by the Metropolitan Police Department by giving a photo and name to the licensee.

b. Applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
c. Applicant agrees to ensure that no patron bring alcohol into the establishment from outside sources, and at no time exits the establishment with alcoholic beverages.
d. Applicant will not provide or sell alcoholic beverages "to go." Applicant agrees not to promote or participate in bar or pub "crawls" or any other event of this nature.
e. The licensed establishment will be managed by the applicant in person or a board licensed manager.
f. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
g. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:

i. Proper ID required (proof of age 21 minimum to be served and assurances that ID's will be checked at all times prior to serving alcoholic beverages to patrons).
ii. Prohibition against selling alcohol to minors.
iii. Request to patrons to not litter, loiter, or make excessive noise in the neighborhood as they arrive or depart.
iv. Warning: Drinking alcoholic beverages during pregnancy can cause birth defects.
v. Request that customers do not contribute to panhandlers.

h. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:

i. Asking loiterers to move on whenever they are observed outside the establishment,
ii. Calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on,
iii. Calling the Metropolitan Police Department if illegal activity is observed,
iv. Keeping a written record of dates and times (i.e. log) when the MPD was called for assistance.

i. Applicant's log shall be provided to the Board and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license.

j. Applicant shall not support of the installation of pay phones outside of the establishment on their property.

k. Applicant will utilize and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.

l. Applicant shall provide valet parking services only with Valet Parking services as defined licensed and in compliance with Title 24 DCMR Chapter 16.

3. Music / Dancing / Entertainment:

a. Applicant agrees to ensure that sounds originating from within the establishment are mitigated by installing adequate sound proofing.

b. Applicant shall not produce any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment in accordance with DC Official Code Title 25-725.

c. In order to mitigate noise on the patio or summer garden the following steps will be taken:

1) The hours for the patio will be until 11PM on weekdays and 12PM on weekends.
2) Applicant shall not offer any type of live or pre-recorded music on the patio.
3) A fence or other barrier will enclose the entire perimeter.
4) No fewer than two signs will be clearly posted to remind guests to keep their voices at normal speaking volume.
5) Staff will monitor the outdoor area to make sure guests do not raise their voices above normal speaking tones.
6) Potted plants, trees, fountains or other types of noise mitigation techniques will be incorporated into the summer garden decor.

d. If residents have no noise complaints for a three month period following opening of the establishment and the licensee has a record of good conduct during this time period, the hours for service on the patio may be extended to be consistent with the licensee's normal business hours.

e. Applicant shall obtain an entertainment endorsement to have a cover charge. For purposes of this clause, a cover charge is a fee required by an establishment to be paid by patrons for admission that is not directly applied to the purchase of food or drink.

f. Applicant may offer facilities for dancing for patrons only with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecorded music.

4. Cooperation with ANC 6A. Applicant agrees to work on resolving issues preventing the applicant from fulfilling its obligations under this cooperative agreement with all of the following: the Single-Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, the Chair of the ABL Committee, and other Commissioners whose SMD's are adjacent to the location of the establishment.

5. Modifications. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC6A, if applicant desires to modify the terms of this agreement, the applicant, prior to implementing the change(s), shall receive written agreement from ANC6A after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

6. Miscellaneous:

a. Applicant certifies that it does not owe more than $100 to the District of Columbia government as the result of any fine, fee or penalty interest or past due tax.

b. Applicant shall post a copy of this voluntary agreement in the establishment in conjunction with the posting of its alcoholic beverage license.
c. Applicant will operate in compliance with all applicable laws and regulations.

7. Enforcement:
   a. If either party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant and the applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default.
   b. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.
   c. This cooperative agreement is binding on the applicant and its assigns and will continue in force for any and all subsequent license holders at this location.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: ANDREW AGAK - PRESIDENT Date: 08/19/09

Signature: _____

Advisory Neighborhood Council 6A Representative:

By: Joseph Fengler, Chair Date: 09/01/09

Signature: Joseph Fengler

ABC Board-Licensed Manager:

By: _____ Date: _____

Signature: _____

Drew's, Inc. Cooperative Agreement

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
CONTROL BOARD
2009 OCT 21 A 11: 18

This Cooperative Agreement is designed to reflect the concerns and issues of Protestants within 600 feet of Drew's located at 1245 H Street, N.E. in the Old City1 neighborhood.

- As citizens and residents, we recognize that the Applicant has applied for a Class CR license from the Alcoholic Beverage Control Board (ABC), having met the necessary requirements set under the Alcoholic Beverage Regulation Administration (ABRA).

- As citizens, residents and Protestants, we are concerned about the impact on peace, order and quiet, demand for police, EMS and fire services, public intoxication and urination, rowdiness (intoxicated/impaired, screaming and yelling individuals on public space, people in cars drinking beer enroute to bars), illegal parking (including an over-concentration of establishments where the primary purpose is the consumption of alcohol) by large numbers of patrons in the 1200 and 1300 Blocks of H Street, N.E.

- In addition, the parking on residential streets has become a worry for fellow residents arriving home anytime after 4pm on any day and weekends become a parking nightmare for residents returning home from their activities.

- Whereas, this Cooperative Agreement is meant to be a document designed to provide clear understanding to the licensed establishment, resident, police or government agency as to how all concerned wish for the laws on public safety and public health to be managed in relation to the consumer who will use the services of the establishment;

Now, Therefore, in consideration of the mutual covenants and conditions set forth below the Parties agree as follows:

Made this 20th day of October, 2009, by and between Andrew Agak, Traci Bush and Fred Agak; applicant of Double A Hospitality, Inc. trading as Drew's, Inc. and Cherie Mitchell, Lisa Greene, Eddie Curry, Luria Thompson, Robert Pittman, Helen Wood and Claude Labbe, hereby agree that:

1 Double A Hospitality, Inc. (hereinafter "Drew's") agrees to maintain the exterior areas adjacent to the restaurant including keeping the sidewalk, curbs[1], and tree-box in front of the business and the alley behind the establishment well manicured and in accordance with Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-726.) The establishment agrees to remove any visible debris from in front of the establishment at closing.

2 Drew's agrees to provide the names of the bar managers for the establishment and the names of those licensed as food handlers, upon request of the Protestants.

3 Drew's agrees that should the bar manager and licensed food handlers change, that the establishment will provide the Protestants with the names of the replacements via email, U.S. Mail or on a form presented to the establishment within 30 business days upon written request by the Protestants.

[1] Licensee agrees that cigarette buds and small debris will be cleaned up periodically (every 3 hours) through the course of the hours of operation and at closing or shortly thereafter.

4 The licensee agrees to comply with Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-713) which stipulates, in part, that a licensee is to post notice, maintained in good repair and in a place clearly visible from the point of entry to the establishment, stating: (1) the minimum age requirement for the purchase of alcoholic beverages; and (2) the obligation of the patron to produce a valid identification document displaying proof of age upon request.

5 The licensee agrees to refuse to serve alcoholic beverages to patrons, who upon request, refuse to produce or can't produce a valid identification document to verify proof of age. Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-101(53)), defines a valid identification document as an official identification issued by an agency of government (local, state, federal or foreign) containing, at a minimum, the name, date of birth, signature, and photograph of the bearer.

6 The licensee agrees to sound proof the walls, windows and summer garden to a level that sound cannot be heard from the establishment. The licensee agrees to comply with Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-725) which stipulates, in part, that ABC licensees shall not produce any sound, noise, or music of such intensity that it may be heard beyond[2] the premises (beyond is reasonably applied in this agreement).

6.1 The licensee agrees that if windows and/or doors are used for ventilation purposes, the licensee will recognize that the windows and doors shall be closed by 10:00p.m[3]. on any given night to prevent disturbing the neighbors. If it's a Sunday Brunch (Saturday) the licensee will ensure that windows that are open don't cause sound to penetrate the area and become noise.

6.2 The licensee agrees to exercise due care to ensure such noise, especially from music, remains unobtrusive. Sound absorption materials and plants should be considered when erecting a summer garden, however the Protestants will not insist on this unless there are a number of complaints from residents. Noise will result from public chatter and/or background music.

6.3 Sound from inside the establishment should not be audible from the center line of H Street, nor should sound be audible from the rear of the establishment in the Linden alley system. Sound shall not be heard from the 700-800 block of 12th or 13th Streets or from the 1200 block of Wylie Street or Linden Place.

7 The licensee agrees not to engage in competitive activity[4] through music or sound to attract patrons.

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[2] "Beyond" is reasonably applied here, as it is the Protestants view that given the location in a commercial site, with recorded music or live bands should not be heard standing in the middle of H Street on the yellow line or should sound be heard in Linden's north alley or bounce over to Linden Place and G Street.

[3] This provision shall not conflict with clause 6.1 and it's clearly understood that there may be times when it may be appropriate to open the doors in the afternoon and or evening for whatever reason. In good faith it is the thought of the Protestants that at 10:00pm any opened window or door would be closed under any reasonable and normal daily operation.

[4] "Competitive activity" means using music, sound devices or other such methods to attract patrons on the street.

8 The licensee agrees that laser light shows, strobes and A-Frame signs to attract crowds will be prohibited.

9 The Protestants recognize that trash and debris will accumulate on and near the property that will not result from patrons of the establishment. It is agreed to by Drew's management team that the proprietor is legally responsible for any trash, debris, garbage and/or other unattended items left on or near the area, eighteen inches out from the curb or in the alley.

10 The licensee agrees to amend the CR application to reflect that there is a Summer Garden or patio present.

11 The licensee agrees that if there are verifiable complaints from neighbors in any given 90 day period before March 2013 (renewal period), the hours of operation for the Summer Garden will revert to 11PM.

12 The Applicant agrees to be cognizant of lighting and its effect beyond the premises, including its impact on residents immediately behind the establishment and the impact of signage along the corridor.

13 The licensee agrees to maintain a professional façade, with professionally made and installed signage. The licensee agrees to ensure that signage does not detract from residential property values. Signage will be consistent with appropriate neighborhood standards and will not be gaudy or outrageous in design.

14 The licensee agrees to maintain proper sanitation conditions both outside and on the premise.

- 14.1 The licensee agrees to ensure that restrooms stay clean and sanitized at all times.
- 14.2 The licensee agrees that the kitchen or food preparation area is always clean and sanitized. Holding areas for food shall observe the time and temperature rule.
- 14.3 The licensee agrees that all boxes are collapsed and secured in dumpster with lid always closed. Further, the licensee will make sure that it sanitizes trash to minimize the attraction of rodents and insects. The licensee agrees that all crates and other stackable items are handled appropriately and are never stacked in the alleys.
- 14.4 The licensee agrees to maintain contracts with licensed contractors for both refuse and grease removal.
- 14.5 The licensee agrees that the emptying of glass, beer bottles, cans or anything else that makes noises will not occur after 9:30pm.

15 The licensee agrees that parking and congestion are serious issues that residents face as a result of 22 (twenty-two) establishments that attract crowds. The licensee will help the Protestants tackle the issue that affects both sides of H Street.

15.1 The licensee agrees that the staging for entertainers shall be done in a manner that does not impede traffic or block public space for lengthy periods[5] of time.

15.2 The licensee agrees to identify parking for entertainers and staff. Protestants and neighbors are willing to assist in this effort.

15.3 The licensee agrees to control delivery truck traffic and ensure where possible that alleyways and streets are not blocked.

15.4 The licensee will not impede the business or operation of Autozone in anyway. If parking is needed on Autozone's lot then the licensee shall seek written permission to use the Autozone lot.

15.5 The licensee agrees to ensure that participation of any valet service can identify where cars will be parked and will have a list of cars including tag numbers and locations of where the cars are being parked, which shall be available to Protestants on demand. In addition those cars shall not be parked on the following streets:

600-800 Block of 13th Street, N.E.
600-800 Block of 12th Street, N.E.
1200 Blocks of G Street, Wylie Street, N.E.
1200 Block of Linden Place and 1300 Block of Linden Court, N.E.

15.6 The licensee agrees that any transportation method used that involves buses or large vehicles will ensure that the vehicle does not idle their engines on H Street or surrounding residential streets (with the exception of loading/unloading).

15.6.1 The licensee will not park buses or large vehicles in front of the establishment for safety and security reasons.

15.7 The licensee will use whatever reasonable means to ensure that motorists idling their vehicles in front of establishment are asked to stop blaring music from cars.

15.8 The licensee will discourage double parking and parking on sidewalks and private property.

15.9 The licensee agrees that in the event there is a crowd in front of the establishment, they will not congregate or block the sidewalks, public streets or alleyways. The licensee agrees to take reasonable steps to remind patrons of the proper decorum.

15.10 The licensee agrees to monitor the area in front of 1245 H Street, around the corner of 13th Street to the alley behind 1245 H Street, N.E. to ensure that patrons of Drew's are not using the alley to park or for other activities.

15.11 The licensee agrees to encourage staff and patrons to be respectful of the residential neighborhoods. To the extent possible, the licensee will post a sign directed at patrons about parking and the need to lower voices when in the residential communities.

15.12 The licensee agrees to explore with the Protestants and other establishments, internet tools that can be used to change parking and other behaviors.

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[5] The Protestants believe that parking large vans or tour buses on H Street and restricting the view of the establishment can cause security and safety concerns. The licensee will seek aid from the Protestants and the community should issues arrive that the Licensee may not be able to resolve alone.

16 The licensee agrees that alcohol operations will be:

Day	Start	Last Call
Sunday	10:00AM	11:00PM
Monday-Thursday	11:00AM	11:00PM
Friday-Saturday	11:00AM	2:00AM
Extended Hours Holiday		Maximum Allowed by Law
Christmas Eve		Maximum Allowed by Law
New Years Eve		4:00AM

17 The licensee agrees that live entertainment will cease at:

Sunday - Thursday	11:00PM
Friday - Saturday	2:00AM
Holiday Schedule-Extended Hours	Until 30 minutes before closing
New Year's Eve	3:30AM

18 The licensee agrees to amend the Business and Premise form to correct errors:

Closest school listed incorrect	N/A
Closest library listed incorrect	N/A
Closest Day Care incorrect	N/A
Closest Recreation Center incorrect	N/A

19 The licensee agrees to pursue reasonable efforts, both directly and through communications with the Metropolitan Police Department (1st District) to discourage individuals from congregating or loitering outside of and in areas adjacent to the establishment. Drew's agrees to maintain a log of calls placed to MPD and Emergency Medical Services (EMS), which shall be open to review by the Protestants, public safety and regulatory officials.

20 It is agreed that should complaints arise from community members concerning noise or other issues, the licensee shall immediately meet with the Protestants to develop methods to reduce and/or eliminate sounds that have become noise and address any outstanding problems (meetings may take place via the internet or teleconference and is not limited to a person-to-person contact).

21 The parties agree to maintain open dialogue to address mutual concerns and provide constructive remedial actions whenever necessary. If any of the Parties believes in good faith that any signatory has failed to comply with any provision of this Cooperative Agreement, that Party shall notify the other in writing of the concern. Both Parties shall make every effort to resolve any outstanding issues before filing a complaint with the ABC Board.

22 The licensee acknowledges that the signatories hereto are Protestants in the pending license application before the ABC Board of the District of Columbia. All of the Protestants live in the immediate area of the establishment and are personally impacted by the presence of an establishment that serves alcohol and as such pledge to implement the terms of this Cooperative Agreement.

22 The licensee acknowledges that the signatories hereto are Protestants in the pending license application before the ABC Board of the District of Columbia. All of the Protestants live in the immediate area of the establishment and are personally impacted by the presence of an establishment that serves alcohol and as such pledge to implement the terms of this Cooperative Agreement.

All Parties have read and mutually agree to the provisions of this document now affix their seal and; Therefore the Protestants withdraw its protest of Double A Hospitality, Inc. Application for a Class CR license.

This Cooperative Agreement shall be executed in 3 (Three) counterparts, each of which shall constitute an original.

Parties to this action are:

Andrew Agak, Managing Partner
President
Double A Hospitality, Inc.

Luria Thompson
Protestant

Claude Labbe
Protestant

Traci Bush
Vice President
Double A Hospitality

Robert Pittman
Protestant

Helen Wood
Protestant

Fred Agak
Secretary
Double A Hospitality

Lisa Greene
Protestant

Eddie Curry
Protestant

Cherie Mitchell
Protestant