

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:)

Martha A. Akers)
T/a E'Clat Bistro)

Application for a Retailer's)
Class CR - new)
at premises)

1368 H Street, NE)
Washington, DC 20002)

Case No. 50122-01/011P

Robert Pittman, Co-President, Administration, Linden Neighborhood Association
Lisa Greene, Co-President, Operations, Linden Neighborhood Association
Protestants

Martha A. Akers, Owner, Applicant

BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR
VERA ABBOTT, MEMBER
CHARLES BURGER, MEMBER
LAURIE COLLINS, MEMBER
JUDY MOY, MEMBER
ELLEN OPPER-WEINER, ESQUIRE, MEMBER
AUDREY THOMPSON, MEMBER

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, was scheduled for a roll call hearing on March 7, 2001, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received a timely protest letter from Robert Pittman and Lisa Greene, dated January 16, 2001.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated April 11, 2001, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Martha A. Akers
T/a E'Clat Bistro
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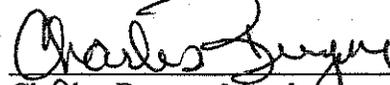
Accordingly, it is this 23rd day of May 2001, **ORDERED** that:

1. The opposition of Robert Pittman and Lisa Greene be, and the same hereby is **WITHDRAWN**;
2. The application of Martha A. Akers, t/a E'Clat Bistro, for a retailer's class CR license (new) at premises, 1368 H Street, NE, Washington, DC, 20002, be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant and the Applicant.

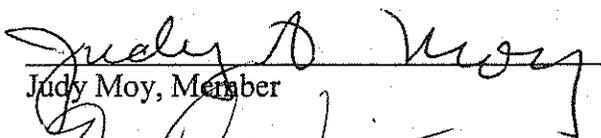
DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD

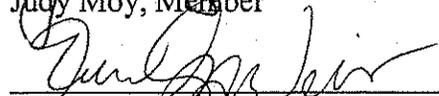

Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Oppenheimer, Esquire, Member


Audrey Thompson, Member

50122

LINDEN NEIGHBORHOOD ASSOCIATION (the Association) which has supported the pending Application of Martha Akers T/A E' Clat Bistro [located at 1368 H Street, N.E.] This license will be a Class CR.

The signatories hereto agree to the following conditions:

Whereas, the Association is comprised of residents and registered voters from the immediate vicinity of the proposed transfer operating location, who seek to enhance the security and well-being of the neighborhood, its residents, commercial establishments and patrons in the community, seeks to accomplish these objectives by cooperative efforts;

Whereas, the Association understands that Martha Akers T/A E' Clat Bistro seeks to establish a successful operation of its business in cooperation with the residents and owners of other businesses in the neighborhood, and shares with the Association the objectives stated above;

Whereas, the Association having entered into this Agreement to seek a mutually beneficial resolution of certain problems and concerns (i.e. police patrols, security, safety, noise, public drunkenness, parking and business operations) shared by the Association and Martha Akers, both acknowledging that because of the location of E' Clat Bistro within a diverse economic and cultural section of the city an effort by the residents and business establishments is necessary to improve the quality of life of the residents, businesses and promote economic opportunity for all.

Whereas, given the desire and understanding that Martha Akers wishes to work with the Association and become a member of the Association. Where Martha Akers will assist the community in solving some of the problems present in the neighborhood, particularly those attributable to the operation of an alcoholic beverage establishment with food within a residential neighborhood; and

Whereas, the Association seeks to encourage the economic regrowth of the neighborhood and wishes to assist in improving the economic opportunity of those merchants willing to work with the Association in improving the quality of life and ensuring the safety of the residents, merchants and patrons within the community.

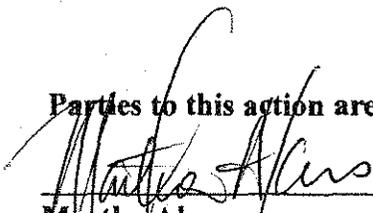
Now, therefore, the parties agree to the following:

1. Martha Akers will maintain the exterior areas adjacent to the restaurant. The area around the store will remain clean and free of litter and shall be regularly inspected by the proprietor or his/her designee. "Regularly", shall be defined as a period of three (3) hours from the start of business and every 3 hours after that until the close of business which shall have a final inspection and cleanup.
2. The Association recognizes that trash and debris will accumulate on and near the property that will not result from patrons of the establishment. It is however understood by Martha Akers that the proprietor is legally responsible for any trash, debris, garbage, and/or other unattended items left on or near the property.
3. Martha Akers shall pursue any and all reasonable efforts, both directly and through communications with Police Communications, the Metropolitan Police Department (5th District), the Association, Fire and Emergency Medical Services Department and Advisory Neighborhood Commission 6A to discourage individuals from congregating for extended periods on the premises and areas adjacent to its store. Martha Akers shall consult with the Association on its operations, marketing and advertising. Martha Akers shall keep the Association informed of its activities and problems with law enforcement, Consumer and Regulatory Affairs, ABC Board/agency and emergency medical services responses.
4. Martha Akers shall deny support of the installation of pay phones around the establishment (externally).
5. Martha Akers and E' Clat Bistro shall voluntarily refuse to sell products associated with illegal drug activities (low cost single cigars, pipes, bongs, jewelry bags, etc.) and will refuse to sale alcoholic beverages to individuals who are known abusers of drugs and alcohol.
6. Whereas, sound proofing of the interior walls is desirable, the Association will accept the current plans of Martha Akers to sound proof the rear walls of the establishment for now. It is agreed upon that should complaints arise from the community concerning noise violations that Martha Akers shall immediately meet with the Association to develop methods to reduce and/or eliminate sounds that become noise beyond the establishment including the installation on sound proof material for the entire establishment.
7. The Association recognizes that Martha Akers is the owner of 1368 H Street and is in a unique position to control the activity of the site. The Association request that should the current restaurant (E' Clat Bistro) fail any new business that occupies the space will adhere to the existing voluntary agreement between the Association and Martha Akers.

8. The Association request that Martha Akers amend the current application pending before the ABC Board to reflect the actual hours of operations per our discussions with legal counsel and provide a menu to the Association.
9. Martha Akers agrees to insure that food (core meal) is prepared on the premise and not catered or brought in from another source.
10. ~~Martha Akers and E' Clat Bistro agree to not charge admission to events or activities that are held at the establishment as this would constitute a night club or public hall activity which is covered under separate ABC licenses. It is understood that special events will occur at the establishment as the Association request "reasonable" notice of such events.~~ *The Applicant agrees to operate the establishment solely as a night club or public hall. P/RAG M. Akers*
11. Martha Akers will identify parking for staff and indicate to the Association where patrons will be directed to park.
12. Martha Akers will insure that the trash, garbage and grease are properly contained and comply with D.C. Code.
13. Martha Akers agrees to install green exit lights in the establishment instead of red. The reason is green can be seen in a fire.
14. The Association agrees to inform its membership of this agreement and pledges to enlist the support of its members on the Terms and Conditions of this agreement. The Association is aware that most residents would like to have a neighborhood establishment where one could dine.
15. Martha Akers and E' Clat Bistro acknowledges its understanding that the signatories hereto are members of the Board of Directors of the Linden Neighborhood Association and party to the pending license application before the Alcoholic Beverage Control Board through the Linden Neighborhood Association who reside or do business in the immediate vicinity of the establishment and as such each pledges to implement the terms of agreement but shall not be individually liable for the enforcement of this agreement. In accordance with the Association bylaws members of the board may change and as such the new board members signatures shall be substituted under this agreement for such board member.
16. 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 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.

17. The Association and Martha Akers agree to enter into this agreement. If Martha Akers should breach the conditions of this agreement, it is understood by all parties that the Association shall immediately petition the ABC Board/Agency for a "Show Cause" Hearing of Martha Akers Class CR license on behalf of the citizens and neighbors. It is further understood that should this action occur, Due Process shall be adhered to and the local Advisory Neighborhood Commission (through the Single Member District Commissioner) and the Association shall hold a public meeting with posted public notice to inform all interested parties of the impending action.
18. Given that the applicant agrees to the terms and conditions set forth in this document, the Linden Neighborhood Association hereby withdraws its protest.
19. This agreement shall be executed in ten (10) counterparts, each of which shall constitute an original.

Parties to this action are:



Martha Akers
Proprietor
E' Clat Bistro
Owner
1368 H Street, NE



Robert Pittman
Co-President-Administration
Linden Neighborhood Association

Cynthia Wilson
Vice President
Linden Neighborhood Association



Lisa A. Greene
Co-President-Operations
Linden Neighborhood Association

Inez Fields
Member
Linden Neighborhood Association

Cheryl Crowell
Member
Linden Neighborhood Association

The Honorable Marvin Fields, Jr.
Board Member
Linden Neighborhood Association

The Honorable Lamar McIntrye
Board Member
Linden Neighborhood Association

Signed this _____ day of April, 2001.

MAY 23, 2001

| <u>Name</u> | <u>Class/Category</u> | <u>Approved</u> | <u>Denied</u> | <u>Decision Pending</u> |
|--|-----------------------|-----------------|---------------|-----------------------------|
| 25. MARTHA A. AKERS T/A E'CLAT BISTRO 1368 "H" ST., NW CASE NO. 50122 | RET. "CR" NEW | _____ | _____ | _____ |

#50122

VOLUNTARY AGREEMENT

BETWEEN

LINDEN NEIGHBORHOOD ASSOCIATION

AND

MARTHA AKERS T/A E'CLAT BISTRO

11 April, 2001