

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

**In the Matter of:** )  
 )  
Bud and Papa, Inc. )  
t/a Layla Lounge )  
 )  
Application for an )  
Entertainment Endorsement ) License No. 79238  
to its Retailer's Class CT License ) Case No. 61352-08/067P  
at premises ) Order No. 2008-305  
 )  
501 Morse Street, N.E. )  
Washington, D.C. 20002 )  
 )

Bud and Papa, Inc. t/a Layla Lounge, Applicant

Karen Wirt, Chair, Advisory Neighborhood Commission 6C, and Ann Phelps, Advisory Neighborhood Commissioner 6C04, Protestants

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

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The Application filed by Bud and Papa, Inc. t/a Layla Lounge for an Entertainment Endorsement to its Retailer's Class CT license, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on October 14, 2008, in accordance with D.C. Official Code § 25-601 (2001). Karen Wirt, Chair, Advisory Neighborhood Commission (ANC) 6C, filed a timely protest letter dated September 15, 2008 (Protestant).

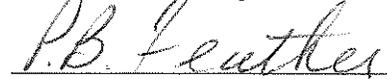
The official records of the Board reflect that the Applicant and the Protestant have reached a Voluntary Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated November 7, 2008, the Protestant has agreed to withdraw its protests, 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.

**Bud and Papa, Inc.**  
**t/a Layla Lounge**  
**License No. 79238**  
**Case No. 61352-08/067P**  
**Page Two**

Accordingly, it is this 3rd day of December 2008, **ORDERED** that:

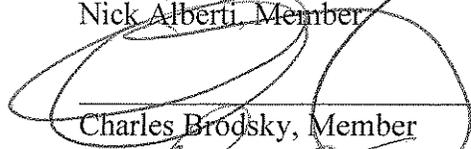
1. The protest of ANC 6C is **WITHDRAWN**;
2. The Application filed by Bud and Papa, Inc. t/a Layla Lounge, located at 501 Morse Street, N.E., Washington, D.C., for an Entertainment Endorsement to allow a cover charge, entertainment, dancing and extended hours is **GRANTED**;
3. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and to the Protestant.

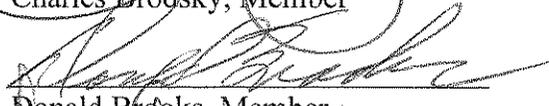
District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

  
Mital M. Gandhi, Member

  
Nick Alberti, Member

  
Charles Brodsky, Member

  
Donald Brooks, Member

  
Herman Jones, 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.

## **VOLUNTARY AGREEMENT**

Made on this 7th day of November 2008 by and between

**Bud and Papa, Inc. t/a Layla Lounge**  
**ABRA License No. 79238**  
(“Establishment”)

and

**Advisory Neighborhood Commission 6C (ANC 6C)**  
(the “Protestant”)

(collectively, the “Parties”)

regarding the Establishment located at

**501 Morse St NE**  
**Washington, DC 20002**  
(“Premises”)

### **PREAMBLE**

Through this Voluntary Agreement (“Agreement”), the Parties aim to create an environment whereby the Establishment may operate as a viable contributing business at the Premises near the ANC 6C community, while concurrently curtailing any adverse effects a business such as the Establishment could have on the surrounding neighborhood and residents.

The Establishment agrees to work regularly with ANC 6C, MPD, neighborhood associations, and residents to ensure the Premises and Establishment’s business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this Voluntary Agreement are reasonable and must become wholly integrated into the day-to-day operation of Establishment’s business.

The community and Establishment understand and agree that the requirements imposed upon Establishment as set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses.

### **WITNESSETH**

WHEREAS, Establishment has applied for a substantial change to its Retailer’s Class CT License No. 79238, located at 501 Morse Street NE, Washington, D.C.;

WHEREAS, Protestant is Advisory Neighborhood Commission 6C, who filed a timely protest (the

“Protest”) against the issuance of the Establishments’s license renewal pursuant to D.C. Official Code § 25-601(1);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Establishment’s license application conditioned upon the Establishment’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.*** Establishment will operate as a tavern with an entertainment endorsement.
3. ***Hours of Operation and Sales.***
  - a) The Establishment’s hours for sales, service, and consumption of alcohol shall be as follows:

Sunday through Thursday 8 a.m. – 2 a.m.,  
Friday and Saturday 8 a.m. – 3 a.m.
  - b) The Establishment’s hours of Entertainment shall be as follows:

Sunday through Wednesday 6 p.m. – 2 a.m.,  
Thursday 6 p.m. – 3 a.m.  
Friday and Saturday 6 p.m. – 4 a.m.
4. ***Occupancy.*** The Establishment’s maximum occupancy shall not exceed 319 patrons.
5. ***Public Space and Cleanliness.*** Establishment will maintain the public space adjacent to the Premises in a clean and litter-free condition in compliance with D.C. Code and Municipal Regulations. At a minimum, the area maintained shall include the entirety of the adjacent sidewalk(s) up to and including the treeboxes, curb/gutter and 18” into the street(s) adjacent the Establishment, and the alleyway(s) adjacent the Premises. Cleanliness and maintenance shall include, but not be limited to:
  - a) Picking up and properly disposing of all trash and litter, regardless of source, during

business hours. Establishment shall pay particular attention to promotional flyers.

- b) Establishment agrees to maintain a rodent-proof dumpster to be placed at the side of the building and to ensure that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- c) Maintaining regular trash and garbage removal service, regularly removing trash from the trash and dumpster area, and ensuring that the dumpster area remains clean. Establishment shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.
- d) Ensuring prompt removal of snow and ice (including salting as appropriate) from the sidewalk and compliance with all applicable D.C. laws and regulation in this respect.
- e) Promptly removing or painting over any graffiti on the exterior walls of the Premises within one week.

6. ***Business Operations and Practices – General.***

- a) Establishment will not host after-hours events.
- b) Establishment will not, directly or indirectly, sell or deliver alcohol to any intoxicated person, or to any person who appears to be intoxicated.
- c) Establishment agrees to reasonably ensure that no patron shall:
  - i. bring alcohol into the Premises from outside sources; or
  - ii. exit the Establishment with alcoholic beverages.
- d) Establishment, and all employees of the Establishment, shall conduct alcoholic beverage server training for all employees who serve alcohol, and for any new employees within 60 days of hiring.
- e) Establishment shall post a notice kept in good repair and visible from point of entry a sign stating that proper identification is required;

7. ***Business Operations and Practices – Parking.*** It is a principal concern of the Protestants that the Establishment's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries.

- a) Establishment has entered into an agreement with U Street Parking Company to provide valet parking for its patrons. Establishment shall advertise the availability of parking on its website as well as on a sign at the entrance to the Establishment. To the extent this agreement with U Street Parking terminates for any reason, Establishment shall, within

30 days from termination, enter into a like agreement to provide adequate off-street private parking for its patrons.

- b) The Establishment will not engage in valet parking that results in vehicles double parked on any city street or parked on the residential streets south of Florida Ave. NE.
- c) The Establishment will ensure that no employee vehicles are parked on sidewalks, alleyways, driveways, or other public space.

8. ***Business Operations and Practices – Security.*** Protestants are concerned that the Establishment’s large capacity poses security and crime issues. Establishment agrees that it shall take all necessary steps to minimize such problems, including, without limitation:

- a) Establishment shall make every reasonable effort to prohibit criminal activity on or adjacent to the Premises, including without limitation, calling the Metropolitan Police Department if illegal activity is observed.
- b) Establishment shall have on the premises a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area. At a minimum, the Establishment shall have two security persons at the door and one security person for each 50 patrons expected at the establishment, whose sole responsibility is monitoring of the peace, order and quiet of the establishment and its immediate environs.
- c) **Reimbursable detail:** Within 90 days of the signing of this Agreement, the Establishment shall discuss with the Metropolitan Police Department (“MPD”) whether the entertainment endorsement or expanded hours of operation of this Establishment has caused, is the cause of, or is contributing to, additional crime or criminal activities in the neighborhood or has created an undue burden on police resources. The Establishment shall make the changes to its operations that MPD believes are reasonably required or necessary to ameliorate the additional undue burden on police resources, or the Establishment shall provide to MPD funds sufficient to provide police presence for adequate traffic and safety patrols for the immediate vicinity of Fifth Street NE between Morse Street NE and Florida Ave NE as reasonably determined by MPD to meet public safety needs. The police presence necessary to maintain peace, order, and quiet and the accompanying costs shall be revisited by the Establishment with MPD every six months (or more frequently in the event of exigent circumstances) and thereafter adjusted as necessary.
- d) Establishment shall provide directly to MPD’s Fifth and First District Commanders or Commanders’ designee a list of upcoming events (artists, concerts, and performances) scheduled one month in advance or within three (3) business days of the booking if booked later than one month in advance.
- e) Establishment shall monitor for criminal activity within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected criminal activities occur.

- f) Establishment shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along or for calling MPD if necessary.
- g) Establishment shall operate surveillance/cameras inside and outside of the Premises and preserve surveillance video a minimum of two weeks; Establishment will provide surveillance video to MPD when requested.
- h) Establishment shall utilize appropriate entry procedures to guard against entry by minors, pursuant to recognized industry standards and guidelines.
- i) Establishment shall take all necessary steps to prevent patron rowdiness, including refusing admission and service to, or ejecting rowdy or unruly persons.
- j) Establishment will maintain a detailed incident log. The log will be a chronological record of incidents involving guests and employees of the Establishment. Each incident will have its own entry and will contain date, time and location of each incident with a concise summary. Guests and staff involved or witnesses of the incident will be identified and listed. If there is a medical or police response, that information will also be noted in the log along with notation on follow-up phone calls, investigation and/or insurance forms.
- k) Establishment shall implement a Closing Policy, while maintaining an adequate presence inside the establishment, that will monitor patrons as they begin to leave:
  - i. security personnel should also be deployed to areas outside the establishment, particularly to those locations where patrons tend to congregate after closing;
  - ii. inside security personnel should check the establishment to ensure all patrons have exited;
  - iii. security personnel deployed outside should maintain order, reminding patrons to refrain from noise and from congregating, and remain there until the last patrons have dispersed;
  - iv. once the majority of the patrons have exited the venue, Establishment will enact crowd control procedures so that patrons exit the premises in a safe and secure manner.

**9. *Business Operations and Practices – Exterior.***

- a) Establishment shall not permit and shall actively oppose installation of pay phones outside of the Premises on either Establishment's Premises or in the public space.
- b) Establishment shall maintain the existing exterior lighting which shall be in use from

dusk until dawn every day of the year.

10. **Noise and Privacy.** The Establishment shall strictly comply with D.C. Official Code § 25-725 and 20 DCMR §§ 2700 et seq. and 2800 et seq., as amended and shall not produce any sound, noise, or music of such intensity that it may be heard in any premises outside the Premises. To that end:
  - a) Establishment shall take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible in any residence.
  - b) Establishment agrees to keep its doors and windows closed when live music is being played. If necessary, Establishment will take reasonable steps to reduce noise emanating from the Premises from the opening of the entry or exit doors.
  - c) Establishment shall not provide any loudspeakers, televisions, radios or other means of amplification of sound or speech that are on the exterior of or adjacent to the Premises.
  - d) Establishment shall not provide any Entertainment in any area on or adjacent to the exterior of the Premises, except when individual one-time special event licenses may be issued by DCRA.
11. **License Ownership and Compliance with ABRA Regulations.** Establishment 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 with the understanding that Protestants may petition the ABC Board to enforce any violations of the agreement.
12. **Participation in the Community.**
  - a) Establishment agrees to seek to maintain open communication with the Protestants and the community for which the ANC acts. To this end, Establishment shall from time to time be represented at ANC 6C public meetings, which currently occur on the second Wednesday of each month at 7 p.m. (location varies). Establishment, 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.
  - b) Establishment agrees to work with ANC 6C, the ABC Board, MPD, and the Commissioner for Single Member District 6C04, whose boundaries are immediately south of the Premises, on resolving issues preventing the Establishment from fulfilling its obligations under this Agreement.
13. **Modifications.** This Agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board.
14. **Miscellaneous.**

- a) Establishment shall keep on Premises, a copy of this Agreement in conjunction with the posting of its alcoholic beverage license.
- b) Establishment will operate in compliance with all applicable laws and regulations.
- c) This Agreement is binding on the Establishment and all successors, transferees, assigns and management/operating companies of or engaged by Establishment, and will continue in full force and effect for any and all subsequent license holders operating at the Premises.

15. **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 15 days of the date of such notice. If Establishment or the licensee fails to cure within the 15-day period (or, with respect to a breach which reasonably requires more than 15-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 Establishment: Layla Lounge  
 501 Morse St. NE  
 Washington, DC  
 Attn: Rosa Jones and Edward Archer  
 (202) 543-5541  
 Fax (202) 543-5543

If to Protestants: Advisory Neighborhood Commission 6C  
 P.O. Box 77876  
 Washington, DC 20013-7787  
 Attn: Anne Phelps  
 (202) 607-7826

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.

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

16. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

By: Printed Name

Ann M Phelps ANC 6004  
Signature

**ESTABLISHMENT:**

Rosa Jones,  
Establishment's Name

Rosa Jones, Vice President  
By: Printed Name/ Title

Bud and Papa, Inc.  
TIA Layla Lounge