

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

In the Matter of:)	
)	
Cleveland Q, LLC)	
t/a Cantina Marina)	
Application for a Retailer's Class CR)	
License – renewal)	
at premises)	Case no.: 9602-04/078P
600 Water Street, S.W., A)	Order no.: 2005-285
Washington, D.C.)	

Cleveland Q, LLC, Applicant

Ahmed Assalaam, Chairperson, on behalf of Advisory Neighborhood Commission 6D,
Protestant

BEFORE: Charles A. Burger, Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member
Albert G. Lauber, Member
Eartha Isaac, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The renewal application for a Retailer's Class "CR" License, having been protested, came before the Board on August 18, 2004, in accordance with D.C. Official Code § 25-601 (2001). Ahmed Assalaam, Chairperson, on behalf of Advisory Neighborhood Commission ("ANC") 6D, filed timely opposition by letter on July 29, 2004.

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 October 17, 2005, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Cleveland Q, LLC
t/a Cantina Marina
Case no. 9602-04/078P
Page two

Accordingly, it is this 7th day of December 2005, **ORDERED** that:

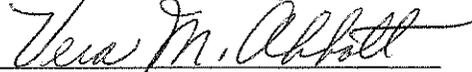
1. The protest of Ahmed Assalaam, Chairperson, on behalf of ANC 6D, is **WITHDRAWN**;
2. The renewal application of Cleveland Q, LLC, t/a Cantina Marina, for a Retailer's Class "CR" License at 600 Water Street, S.W., A, Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

Cleveland Q, LLC
t/a Cantina Marina
Case no. 9602-04/078P
Page three

District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson

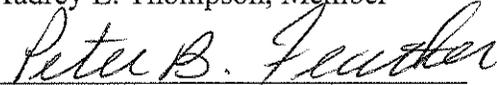


Vera M. Abbott, Member



Judy A. Moby, Member

Audrey E. Thompson, Member



Peter B. Feather, Member

Albert G. Lauber, Member



Eartha Isaac, 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.

	Advisory Neighborhood Commission 6D	65 Eye Street, SW • Washington, DC 20024 202 554-1795 (O) 202-554-1774 (F)
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VOLUNTARY AGREEMENT (Revised October, 2005)

AGREEMENT made this 17th day of October 2005, by and between Cleveland Q LLC dba Cantina Marina (the Licensee) and Advisory Neighborhood Commission 6D (the ANC).

WHEREAS, the ANC has protested the renewal application of the licensee to the District of Columbia Alcoholic Beverage Control Board; and

WHEREAS, the premises is within the boundaries of the ANC; and,

WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding the Licensee's operating plans;

NOW, THEREFORE, in accordance of the promises set forth below, the parties agree as follows:

1. **LITTER AND CLEANLINESS** - The Licensee will take all reasonable measures to ensure that that the immediate environs of the premises are kept free of litter and debris. "Immediate environs" is defined by ABC Regulations as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including sidewalks or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."

2. **NOISE** - The Licensee acknowledges familiarity with and will comply with all noise control provisions of District of Columbia law and regulations, including:

Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Licensee agrees to abide by all Alcohol Beverage Control regulations, as amended.

Licensee will ensure that any sound and music produced by the establishment is not disruptive within adjacent or nearby premises, be they commercial or residential, within 500 feet of such premises and does not interfere with the reasonable enjoyment of outdoor areas such as decks, patios, of those premises.

Licensee shall make all efforts to discourage patrons from loitering in and around the premises during and after close of business.

3. **PUBLIC SAFETY AND SECURITY** - The Licensee shall keep a written log of all calls for service when the establishment appropriately asks for assistance from MPD and the Licensee will inform the ANC in writing and by e-mail within a 72 hour period of any such calls.

4. **USE OF OUTSIDE SPACE** - "Outside Dining" refers to the bar and patio on the side of the building, which is part of the lease premises.

Recognizing that typical large scale busy restaurant noise levels are 60-65dB(A), and in acknowledgement that the community desires to promote outside dining and the use of patios, the Licensee agrees to promote peace, quiet and order in Outside Dining and Patio operations at all times. Licensee agrees to monitor noise levels during the operation of outside areas and to make any occupancy or operation changes necessary to ensure noise generated by outside occupants does not violate §25-725 of the DCMR at any time during the hours of operation. Noise levels shall not exceed legal limits when live or recorded music is being played. The decibel level measuring site shall be the sea wall adjacent to the Tiber Island Cooperative Homes.

a. Hours of operation for music in outside areas shall be as follows:

	<u>Sunday through Thursday</u>	<u>Friday and Saturday</u>
Outside Live and Recorded Music	10am – 10:00pm	10am – 11:00pm*

*Music allowed until 12:00am for special events (e.g., weddings, private parties, etc.), not to exceed 6 per year. Notice of event must be given to the ANC 6D01 Commissioner and the ANC 6D Commission office within one week of event.

b. Sound dampening: The Licensee shall make every effort to dampen the noise levels in outside dining areas. This includes the use of sailcloth or other material that effectively reduces the sound levels of live or recorded music from nearby residential areas.

5. **COMMUNITY RELATIONS** - The Principal of the Licensee will maintain a close working relationship with ANC 6D, the PSA, and the Southwest Neighborhood Assembly by attending at least one of the above mentioned monthly meetings on a regular basis.

The Principal of Licensee will personally communicate with leaders of those entities on an ongoing basis, including, at a minimum, the Commissioner for ANC6D-01, the Chairperson of the ANC committee (or committees) with jurisdiction over ABC and/or public safety matters, and the Chairperson of ANC 6D.

The Licensee is encouraged to participate in Washington Waterfront Association in an effort to enlist wider business support for cleaner streets and sidewalks, responsible alcohol service, law enforcement activities, and support of SW social events.

The Licensee agrees to implement the following policies in order to establish a relationship with the community to promote peace, order and quiet.

- a. All managers and staff will receive training to ensure that local residents have immediate access to a manager on duty to report problems or lodge complaints. A telephone number that will be manned at all times by on duty management personnel shall be made available to the community so that such notifications can be made.
- b. The Licensee will keep a written log of all community complaints and provide copies to the ANC upon request.
- c. The Licensee will post its license, including this voluntary agreement, its certificate of occupancy, and all other District of Columbia Government business permits in an accessible and conspicuous place and will cooperate with any request for examination of these documents by a member of the MPD, Alcoholic Beverage Regulation Administration staff and ANC6D, as required by law.

6. **ALCOHOL SAFETY** - The Licensee agrees to refuse service to any person who is intoxicated or is in danger of becoming intoxicated.

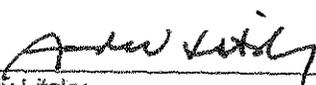
The Licensee will assure that all alcoholic beverage sales staff will have an opportunity for appropriate training in the sale and handling of alcoholic beverages. The Licensee will also assure that the ABC Board-approved manager has received training of the type offered by TIPS, or other comparable ABC Board approved alcohol awareness and safety training.

Signage encouraging safe drinking and driving will be visibly posted in areas of service and exit for the lounge and sports bar areas of the establishment.

7. The hours of operations shall not exceed the approved hours of alcohol sales, service and consumption.
8. The Licensee will notify ANC-6D in writing and by e-mail of any significant change in the manner of operations at least 30 days in advance of any such application to any Board, Commission or regulatory authority of the District of Columbia Government.
9. This agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 6D, if Licensee desires to modify the terms of this agreement, prior to implementing the changes, Licensee shall receive written agreement from ANC 6D.
10. This Agreement will be attached as a condition to the Licensee's license for service of alcoholic beverages at the premises, and will be filed with the Alcoholic Beverage Regulation Administration.

11. The parties further agree that the failure of the Licensee to adhere to any of the foregoing commitments shall constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 DCMR 1513.5 after the Licensee has been notified by the ANC of any breach or commitment and is given 7 days to attempt reach a mutually satisfactory resolution.
12. Protestant agrees to the issuance of the renewal and withdraws its protest provided that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is hereby conditioned upon compliance with such Voluntary Agreement.

IN WITNESS WHEREOF, the parties have affixed hereto their signatures on the year and day first above written.

<p>The LICENSEE: Cleveland Q LLC dba Cantina Marina</p> <p>By  Nick Fontana Manager, LLC</p> <p>10/17/05</p>	<p>The ANC: Advisory Neighborhood Commission 6D</p> <p>By  10/17/05 Andy Litsky Chairperson, ANC 6D</p> <p>By  10/17/05 Max Skolnik Commissioner, SMD 6D-01</p>
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