

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

\_\_\_\_\_ )  
 In the Matter of: )  
 )  
 Columbia Lodge #85 )  
 t/a Columbia Lodge #85 I.B.P.E.O. Of Wo )  
 )  
 Applicant for Renewal of a )  
 Retailer's Class CX )  
 at premises )  
 1844-1846 3<sup>rd</sup> Street, N.W., )  
 Washington, D.C. 20001 )  
 \_\_\_\_\_ )

License No. 000237  
 Order No. 2010-457  
 Case No. 10-PRO-00050

Columbia Lodge #85, t/a Columbia Lodge #85 I.B.P.E.O. Of Wo, Applicant

Myla Moss, Commissioner, Advisory Neighborhood Commission 1B

Richard Meyers, President, LeDroit Park Civic Association

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 VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST**

The official records of the Alcoholic Control Board (Board) reflect that Columbia Lodge #85, t/a Columbia Lodge #85 I.B.P.E.O. Of Wo (Applicant), filed an Application for Renewal of its Retailer's Class CX License located at 1844-1846 3<sup>rd</sup> Street, N.W., Washington, D.C. The Applicant; Commissioner Myla Moss, on behalf of ANC 1B; and Richard Meyers, on behalf of LeDroit Park Civic Association, have entered into a Voluntary Agreement (Agreement) dated July 20, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement also constitutes a withdrawal of the Protest filed by ANC 1B and LeDroit Park Civic Association.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Myla Moss, on behalf of ANC 1B; and Richard Meyers, on behalf of LeDroit Park Civic Association, are signatories to the Agreement.

Accordingly, it is this 8th day of September 2010, **ORDERED** that:

1. The Application filed by Columbia Lodge #85, t/a Columbia Lodge #85 I.B.P.E.O. Of Wo, for Renewal of its Retailer's Class CX License located at 1844-1846 3<sup>rd</sup> Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest in this matter is hereby **WITHDRAWN**;
3. The 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, except for the following modifications:

Section 3 (Hours of Operation and Sales) shall be as follows:

Sunday: 2 p.m. – 12 a.m.

Thursday: 8 p.m. – 12 a.m.

Friday and Saturday: 8 p.m. – 2 a.m.

Section 4 (Floors utilized and Occupancy) shall read as follows: "The Applicant will operate its establishment on the 1<sup>st</sup> and 2<sup>nd</sup> floors of the building. The Establishment will have no more than 150 patrons on the 1<sup>st</sup> floor and 270 patrons on the 2<sup>nd</sup> floor. The maximum occupancy of the Establishment shall not exceed 420 patrons. Occupancy numbers were taken from the Certificate of Occupancy dated July 27, 2009."

The second sentence in Section 8 (Rats and Vermin Control) shall be modified as follows: "Applicant shall provide proof of its rat and vermin control contract upon the request of the Board."

The following sentences in Section 11 (Participation in the Community) shall be removed: "To this end, Applicant shall from time to time be represented at ANC 1B public meetings, which currently occur on the first Thursday of each month at 7 p.m. at the Reeves Bld. 2000 U St. NW, Washington, D.C. 20005 and the LeDroit Park Civic Association monthly meetings held on the fourth Tuesday of each month at the Florida Ave. Baptist Church 623 Florida Avenue NW @ 7 pm. 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. Additionally, the Applicant shall appoint a member of the Columbia Lodge to represent them and serve as a liaison to the ANC and the LeDroit Park Civic Association."

The Parties have agreed to the modifications.

4. Copies of this Order shall be sent to the Applicant, ANC 1B, and Richard Meyers, on behalf of LeDroit Park Civic Association.

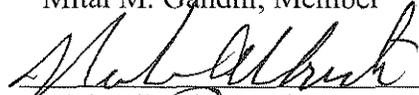
Columbia Lodge #85  
t/a Columbia Lodge #85 I.B.P.E.O. Of Wo  
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District of Columbia  
Alcoholic Beverage Control Board

\_\_\_\_\_  
Charles Brodsky, Chairperson



\_\_\_\_\_  
Mital M. Gandhi, Member



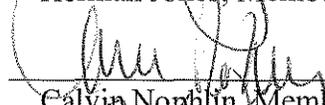
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Nick Alberti, Member



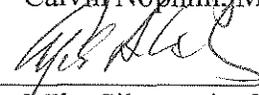
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Donald Brooks, Member



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Herman Jones, Member



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Calvin Nophlin, Member



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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.



4. **Floors Utilized and Occupancy.** ~~The Applicant will operate its establishment on the 1<sup>st</sup> & 2<sup>nd</sup> - floors of the building. The Establishment will have no more than 150 patrons on 1<sup>st</sup> floor and 270 patrons on the 2<sup>nd</sup> floor the maximum occupancy of the Establishment shall not exceed 420 patrons. (I have to verify these numbers on Friday, July 2<sup>nd</sup> as well as the license to serve liquor on the 2<sup>nd</sup> floor). Occupancy numbers were taken from the Certificate of Occupancy dated \_\_\_\_\_~~
5. **Parking/Valet Arrangements**

Remove reference to Valet Parking. The Establishment will make good faith efforts to secure parking on the UPO parking lot. And to maintain the approximately 10 parking spaces it has. The Columbia Lodge will make a good faith effort within 45 days from the date of this agreement (regarding the UPO parking lot)
6. **Noise and Privacy.**

Establishment will take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment.
7. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), curb, and adjacent 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 are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant 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. The dumpster will be gotten within 30 days from the date of this agreement.
8. **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.
9. **Security Cooperation in and Public Drinking.** Protestants are concerned that the large capacity sought by the Applicant for the Premises will 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; maintaining contact and cooperating with MPD and other enforcement officials. Applicant will 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.

Removed -**Stemming Illegal Drugs**- monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, when known or suspected drug activities occur, extent permissible by law

10. **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 licenses. Removed - 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.
11. **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 from time to time be represented at ANC 1B public meetings, which currently occur on the first Thursday of each month at 7 p.m. at the Reeves Bld. 2000 U St. NW, Washington, D.C. 20005 and the LeDroit prk Civic Assoiatio monthly meetings held on the fourth Tuesday of each month at the Florida Ave. Baptist Church 623 Florida Avenue NW @ 7pm. 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. Additionally, the Applicant shall appoint a member of the Columbia Lodge to represent them and serve as a liasion to the ANC and the LeDroit Park Civic Association.
12. **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 Hearing 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: Columbia Lodge  
1844 3<sup>rd</sup> Street NW  
Washington, DC 20001  
Attn: Callie Coleman  
(202)  
Fax (202)

If to Protestants: Advisory Neighborhood Commission 1B  
Reeves Bldg.  
2000 U. Street NW

