

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

P-R-O-C-E-E-D-I-N-G-S

11:19 a.m.

CHAIRPERSON ANDERSON: Okay, the next case on our calendar, it is a fact finding hearing for Franklin Park/Downtown Bid, and so Mr. Orellana, can you please elevate the parties? It's the ABRA Investigator, Kevin Puente, Mr. O'Brien on behalf of the bid, and any other witnesses that are here for the bid. Thank you.

MR. ORELLANA: Access has been elevated. That is all, Chairman.

CHAIRPERSON ANDERSON: Mr. O'Brien and Ms. Mahmoud, if it's possible to move closer to the camera, I see you in a conference room and you are a mile away from us, sir.

MR. O'BRIEN: We're moving at this moment.

CHAIRPERSON ANDERSON: Thank you. I still think you need to move closer, sir. You are still a mile away, sir. You're moving from one end of the conference room to another. You are just as far away as you were before. It appears that you have a new system, but you are so far away from the camera.

MR. O'BRIEN: Can you go to one of our

1 laptops? Give us a moment and we'll -- I did move
2 the length of the conference table. I understand
3 it's still not close enough.

4 CHAIRPERSON ANDERSON: It does not make
5 a difference, sir. You are just as far away as you
6 were the first time. It appears you're trying to
7 do something different, but you're just too far
8 away from the camera. Now that's better, all right.
9 Good morning. Mr. Price, do you have a camera you
10 can turn on, sir? All right, good morning,
11 everyone. So let me have the parties identify
12 themselves for the record. Let's start with Mr.
13 Puente.

14 INVESTIGATOR PUENTE: Good morning,
15 sir. Kevin Puente, K-E-V-I-N P-U-E-N-T-E, ABRA
16 Investigator.

17 CHAIRPERSON ANDERSON: Good morning,
18 Mr. Puente. Mr. O'Brien, can you please identify
19 yourself for the record, please, by spelling your
20 name also, too, sir?

21 MR. O'BRIEN: Stephen O'Brien,
22 S-T-E-P-H-E-N O'-B-R-I-E-N, and I'm accompanied by
23 my colleague, Manalle Mahmoud.

24 MS. MAHMOUD: Good morning, Manalle
25 Mahmoud, M-A-N-A-L-L-E M-A-H-M-O-U-D.

1 MR. O'BRIEN: And Mr. Chairman, has Mr.
2 Price been elevated? Yes, I see him now.

3 CHAIRPERSON ANDERSON: Yes. Mr. Price,
4 can you please --

5 MR. PRICE: Can you hear me?

6 CHAIRPERSON ANDERSON: Yes, sir, can you
7 please spell and state your name for the record and
8 your relationship, sir?

9 MR. PRICE: Sure thing. My name is Gerren
10 Price, spelled G-E-R-R-E-N P-R-I-C-E, and I am the
11 President and CEO of the Downtown DC Business
12 Improvement District.

13 CHAIRPERSON ANDERSON: Good morning,
14 sir.

15 MR. PRICE: Good morning.

16 CHAIRPERSON ANDERSON: Good morning,
17 everyone. This is a fact finding hearing, and the
18 reason why we're having a fact finding hearing is
19 that on or around October 8, 2022, the Downtown DC
20 Bid held what we consider an illegal event at the
21 Franklin Park where the Bid sponsored a beer
22 garden. ABRA's enforcement division investigated,
23 resulted in a case report and the Board
24 subsequently issued a cease and desist order.

25 So as you're aware, Mr. O'Brien, this

1 is just a fact finding hearing. We are trying to
2 gather some information. The Board has not made any
3 final determination outside the fact that we did
4 issue a cease and desist order regarding that
5 event. I know that there is some -- it's unclear
6 because the Board also issued, there is a licensee
7 in that space, The Springs, and so part of what was
8 going on at the time is that was the event that was
9 occurring in the park, was it an event that the
10 licensee, The Springs, was it their event?

11 It appeared that it was not their event,
12 and so there is also confusion about who has
13 jurisdiction over this area? Is it the ABC Board?
14 Is it the park service? So that's why we're just
15 trying to get some understanding about where we
16 are. I know that Mr. Price was involved previously
17 when we had a fact finding hearing regarding
18 granting a license to The Springs. So because we
19 did have a fact finding hearing and I know that he
20 participated, so we're just trying to get some
21 clarification.

22 So what we're going to do is we're going
23 to have Mr. Puente bring us up to speed on where
24 we are. Once Mr. Puente has given his report, the
25 Board is empowered to ask questions of Mr. Puente.

1 And then Mr. O'Brien, on behalf of your client, you
2 can also ask questions of Mr. Puente. If you elect
3 for Mr. Price to testify, then the Board would ask
4 him some questions. At the end of the hearing,
5 again, as I said it's a fact finding hearing. We're
6 gathering information at fact finding hearings.

7 These are informal proceedings. No one
8 is sworn in, and the Board is not empowered to order
9 parties to take any specific action at fact finding
10 hearings, but the licensee can volunteer to take
11 certain actions which are binding if they
12 volunteer. But again, the Board cannot order any
13 specific action. So let's start off with Mr.
14 Puente. Mr. Puente, I would just like you to, if
15 you have a report, just share with us how did we
16 get to having this fact finding hearing this
17 morning, sir?

18 INVESTIGATOR PUENTE: Yes, sir. So on
19 Saturday, October 8, 2022, ABRA received an
20 e-complaint regarding an alcoholic event occurring
21 inside of Franklin Park for that weekend. At
22 approximately 4:00 p.m. I went out to the park to
23 observe. I observed a large setup occurring in the
24 park. There was a fenced-off beer garden. They had
25 security guards. There was an entertainment stage.

1 I observed a table selling tickets for
2 the alcohol. I observed City State brewing kegs
3 inside of the beer garden, as well as another
4 company called District Daiquiri making frozen
5 daiquiris with spirits. There was a sign outside
6 the beer garden that said liberation garden. It
7 advertised one drink ticket for \$10.00. You could
8 get five tickets for \$40.00. They had various
9 different brands of beer, as well as the frozen
10 margaritas that were being advertised.

11 I shortly made contact with Latosha
12 Stieger, employee of the Bid. She advised me that
13 the Bid had a contract with the National Park
14 Service to distribute and sell alcoholic
15 beverages. I advised her that I believed the Bid
16 still had to obtain a license from ABRA regarding
17 that. She advised me that they didn't need to, that
18 as long as they had an ABC manager on site, they
19 were good to go. Ms. Stieger showed me the contract
20 that the Bid had with the National Park Service.

21 I still advised her that I still
22 believed that they still had to come to ABRA and
23 at least get a one-day license with that, and I
24 would confer with my supervisor. I checked our
25 system, we didn't observe any one-day licenses or

1 any catering licenses on site. I shortly made
2 contact with the owner of City State Brewing, James
3 Warner, who advised me that he was informed that
4 the Bid had a contract with the National Park
5 Service so they didn't need to go get any licenses
6 from us or anything.

7 I then made contact with Lieutenant
8 Timothy Van Dyke from the US Park Police. He's in
9 charge of special operations events for the
10 National Park Service. He advised me that he didn't
11 see any special permits being issued for Saturday,
12 October 8, but he also stated that the National Park
13 Service has informed the Bid on numerous occasions
14 that they cannot sell tickets on day of any events
15 where alcohol was being consumed and distributed.
16 All tickets had to be sold prior to the event.

17 After conferring with National Park
18 Service several times, National Park Service
19 believed that the contract was with the Bid to host
20 events and that they still had to obtain at least
21 permitting, the proper permits. We went back the
22 next day on Sunday, October 9. They had a caterer
23 there the next day selling alcohol for the event.
24 So that's where we are, sir.

25 CHAIRPERSON ANDERSON: Thank you. Any

1 Board members have any questions of Mr. Puente?

2 MEMBER SHORT: I have a question.

3 CHAIRPERSON ANDERSON: Go ahead, Mr.
4 Short.

5 MEMBER SHORT: Thank you. Investigator
6 Puente, you stated, if I heard you correctly, that
7 they were told -- they being the persons who were
8 having this event on October 10, that they needed
9 what from ABRA? Or did they need anything from ABRA
10 at all?

11 INVESTIGATOR PUENTE: Ms. Stieger, who
12 works for the Bid, stated that they had a contract
13 with National Park Service so they didn't need to
14 go through ABRA to get any licensing for any events
15 that they held at the park.

16 MEMBER SHORT: To your knowledge, was
17 that true or false?

18 INVESTIGATOR PUENTE: From what my
19 understanding was with talking with the park
20 police, that they still would've had to come to us
21 to at least get a one-day license or have a licensed
22 caterer on site.

23 MEMBER SHORT: And the park police have
24 jurisdiction over this property, is that correct?

25 INVESTIGATOR PUENTE: Yes, sir.

1 MEMBER SHORT: And they didn't get
2 permission from the park police to do this, is that
3 correct?

4 INVESTIGATOR PUENTE: No, speaking with
5 Lieutenant Van Dyke, he said the contract is a broad
6 contract and it allowed them to hold events, but
7 they still would have to get permitting to have
8 alcohol.

9 MEMBER SHORT: Did they have permitting?

10 INVESTIGATOR PUENTE: He said that
11 weekend he didn't see any special permitting issued
12 for Franklin Park.

13 MEMBER SHORT: Did you question the
14 persons having the event if they had a contract or
15 permits?

16 INVESTIGATOR PUENTE: Yes, sir. She
17 showed me the contract on her telephone, on her cell
18 phone.

19 MEMBER SHORT: Did you ask about
20 permits?

21 INVESTIGATOR PUENTE: Yes. She said they
22 didn't need any because they had the contract.

23 MEMBER SHORT: Did you inform them that
24 they were wrong?

25 INVESTIGATOR PUENTE: Yes, I told her I

1 believed you still had to apply for a one-day
2 license with the DC Government to hold any events.

3 MEMBER SHORT: What occurred after that?

4 INVESTIGATOR PUENTE: So I went back,
5 spoke to my supervisor, we notified park police,
6 but with Lieutenant Van Dyke. Lieutenant Van Dyke
7 sent some guys, his officers out there. They
8 decided to let the event operate on that Saturday
9 because it was almost ending. Then they went back
10 on Sunday. When they went on Sunday, park police
11 observed a caterer that was there doing alcohol.

12 MEMBER SHORT: Okay, what happened at
13 that point?

14 INVESTIGATOR PUENTE: The park police
15 were satisfied since there was a caterer on site
16 providing the alcohol.

17 MEMBER SHORT: Were there any further
18 actions taken by ABRA?

19 INVESTIGATOR PUENTE: No. I wrote the
20 case report, then the cease and desist was issued.

21 MEMBER SHORT: Why was a cease and desist
22 issued?

23 INVESTIGATOR PUENTE: Because it
24 appears no one-day license was filed with our
25 office for the event.

1 MEMBER SHORT: Thank you very much.
2 That's all I have, Mr. Chair.

3 CHAIRPERSON ANDERSON: Thank you, Mr.
4 Short. Any other questions of Mr. Puente by the
5 Board members? Go ahead, Mr. Grandis.

6 MEMBER GRANDIS: Thank you.
7 Investigator, did you submit with your testimony
8 today a copy of that contract between the park
9 service and the Bid?

10 INVESTIGATOR PUENTE: Yes, sir, I did.

11 MEMBER GRANDIS: And did you say you did
12 review that contract?

13 INVESTIGATOR PUENTE: Yes, sir.

14 MEMBER GRANDIS: And did you see any
15 sections in there that related to the sale or
16 consumption of alcohol on that property?

17 INVESTIGATOR PUENTE: Yes, sir, I did.

18 MEMBER GRANDIS: Can you put that up on
19 the screen?

20 INVESTIGATOR PUENTE: Yes, sir.

21 MEMBER GRANDIS: Can you share that with
22 us?

23 INVESTIGATOR PUENTE: Yes, I can, give
24 me one second. Can you see my screen, sir?

25 MEMBER GRANDIS: Yes, yes, thank you.

1 INVESTIGATOR PUENTE: All right, sir,
2 Paragraph Number 6, upon application by the Bid and
3 Foundation will issue special use permits when
4 appropriate for planned events and activities
5 occurring on NPS sites. At the discretion of the
6 superintendent, application fees may be waived for
7 approval of annual work plan service, issuance of
8 special use permits for all events and activities
9 conducted by partners in Franklin Park. The sale
10 or service of alcoholic beverages is permitted for
11 activities in Franklin Park approved in the annual
12 work plan and otherwise in accordance with the NPS
13 regulations.

14 MEMBER GRANDIS: So from your knowledge
15 reading that paragraph, how do you interpret it in
16 regards to being able to sell alcoholic beverages
17 on the park?

18 INVESTIGATOR PUENTE: As long as there's
19 a filed annual work plan with the National Park
20 Services that they're good to go.

21 MEMBER GRANDIS: So if they have an
22 annual work plan filed with the park service, they
23 do not need to comply with DC law requiring a permit
24 from ABRA, or a one-day permit?

25 INVESTIGATOR PUENTE: I'm not sure, sir.

1 I can't answer that.

2 MEMBER GRANDIS: Is there any other area
3 of this contract that addresses events or the sale
4 or provision regarding alcoholic beverages?

5 INVESTIGATOR PUENTE: No, just this
6 little section.

7 MEMBER GRANDIS: Is there any discussion
8 in this contract regarding that they have to comply
9 with DC laws or required permits and other type of
10 licenses?

11 INVESTIGATOR PUENTE: I didn't see
12 nothing in this.

13 MEMBER GRANDIS: Thank you.

14 INVESTIGATOR PUENTE: Mm-hmm.

15 MEMBER GRANDIS: That's it.

16 CHAIRPERSON ANDERSON: Thank you, Mr.
17 Puente. Any other questions by any other Board
18 members? Mr. O'Brien, any questions of Mr. Puente?
19 I have several questions for the Bid, and I'm not
20 sure if Mr. Price will testify or maybe you can
21 answer these questions on behalf of the Bid. But
22 do you have any questions of Mr. Puente, sir?

23 MR. O'BRIEN: Yes, I do. Investigator
24 Puente, stay where you are on Paragraph 6, Page 5
25 of the contract that was furnished to you by the

1 representative of Downtown Bid. Are you still
2 there?

3 INVESTIGATOR PUENTE: Yes, sir, I am.

4 MR. O'BRIEN: Okay. It says that
5 alcoholic beverages, and I'm reading at the bottom,
6 or activities and events in Franklin Park approved
7 by the annual work plan and otherwise in accordance
8 with NPS regulations. There is no mention there,
9 is there, that there has to be compliance with the
10 District of Columbia requirements, is there?

11 INVESTIGATOR PUENTE: No, I do not see
12 any, sir.

13 MR. O'BRIEN: Okay, well then I'm going
14 to ask you to look at your case report on Page 2.
15 The second paragraph begins with sentence,
16 Investigator Puente reviewed the contract and it
17 states that the Bid has an agreement with the
18 National Park Service to hold alcohol events, but
19 still needed to go through the proper permitting
20 process with the National Park Service and District
21 of Columbia. Where in this contract does it say that
22 the bid has to go through process with the District
23 of Columbia?

24 INVESTIGATOR PUENTE: Not in the
25 contract, sir. When I spoke with Lieutenant Van

1 Dyke in charge of special events, he advised me that
2 the Bid still has to follow all permitting
3 processes.

4 MR. O'BRIEN: Are you saying Lieutenant
5 Van Dyke told you that the --

6 INVESTIGATOR PUENTE: Yes, sir.

7 MR. O'BRIEN: -- District of Columbia
8 requirements have to be satisfied in addition to
9 National Park Service requirements?

10 INVESTIGATOR PUENTE: Yes, sir. Since
11 the National Park Service, since when he did a
12 search he didn't see any special permit issued, so
13 he believed after conferring with him, that they
14 would have to obtain something from DC Government.

15 MR. O'BRIEN: Okay, but you would agree
16 that the first sentence which I just read to you
17 is incorrect in that there is nothing in the
18 contract that says that District of Columbia
19 requirements have to be complied with? Would you
20 agree with that?

21 INVESTIGATOR PUENTE: Yeah, I'll say
22 it's correct, yes, sir.

23 MR. O'BRIEN: Okay. Now going back to
24 Section 6, again no mention there either of
25 District of Columbia requirements, but it says that

1 if something is approved, if it's in the annual work
2 plan it's approved. Now did you investigate to
3 determine whether the annual work plan encompassed
4 this event?

5 INVESTIGATOR PUENTE: Yes, sir. I asked
6 park police and they couldn't provide that to me.

7 MR. O'BRIEN: Did you ever talk to
8 anybody at NPS other than Lieutenant Van Dyke about
9 this?

10 INVESTIGATOR PUENTE: I reached out to
11 someone, I think I got an email, but after that
12 there was no further communication.

13 MR. O'BRIEN: But you talked to
14 Lieutenant Van Dyke several times, did you not?

15 INVESTIGATOR PUENTE: Yes, sir.

16 MR. O'BRIEN: And did you not receive in
17 your conversations with him a degree of irritation
18 with and animosity toward the Bid?

19 INVESTIGATOR PUENTE: From the park
20 police?

21 MR. O'BRIEN: From Lieutenant Van Dyke
22 personally.

23 INVESTIGATOR PUENTE: Yeah, he said the
24 park police had been having issues with the events
25 in the park, with the selling of alcohol and some

1 other things.

2 MR. O'BRIEN: Okay, so before this
3 happened he had a problem with the Downtown Bid,
4 is that correct? In your perception?

5 INVESTIGATOR PUENTE: Yes, sir, that's
6 what it sounded like.

7 MR. O'BRIEN: Now Lieutenant Van Dyke
8 told you he couldn't find a permit. You asked
9 Lieutenant Van Dyke about the annual work plan and
10 he didn't know about it, or what was his response?

11 INVESTIGATOR PUENTE: I believe at the
12 time, because when I called him he was sleeping
13 because he was coming in at midnight, so he had to
14 check, but I never heard back after that regarding
15 the annual work plan.

16 MR. O'BRIEN: Would you agree that if
17 this event was approved on the annual work plan that
18 the whole premise of your report is incorrect?

19 INVESTIGATOR PUENTE: Yeah, I would say
20 so, sir, yes.

21 MR. O'BRIEN: Okay. May we elevate a
22 document, please?

23 CHAIRPERSON ANDERSON: What document
24 are you asking to be elevated? Are you asking him
25 to -- are you going to elevate?

1 MR. O'BRIEN: I want to elevate.

2 CHAIRPERSON ANDERSON: All right, go
3 ahead. Go ahead. Mr. O'Brien, I'm not trying to
4 interfere with your questioning of Mr. Puente, but
5 this is a little bit different type of case and
6 that's why we're having a fact finding. As you are
7 aware, there is a special relationship between
8 Franklin Square Park and the District. That is my
9 understanding and that was presented earlier I
10 think when we granted the license to The Springs,
11 that the District had spent a significant amount
12 of money to renovate the park.

13 I'm not quite sure of the relationship
14 between the District and the park service, who owns
15 the land, whether or not it's DC. I know that the
16 District of Columbia spent a significant amount of
17 money to renovate the park, which belongs to the
18 National Park Service. So based on our previous
19 hearing that we had when all of this was laid out
20 to us at least in another licensing matter that Mr.
21 Price, who came to the Board and testified, and so
22 we're just trying to find out whether or not we have
23 jurisdiction over this area.

24 So if it's clear that we don't have
25 jurisdiction, then we don't have jurisdiction. But

1 it's based on a presentation that was made to us,
2 that's one of the reasons that we're trying to find
3 out whether or not this is an area that we have
4 jurisdiction over or the Bid can continue having
5 events at the Franklin Square Park and then we're
6 not involved. It has to be clear if the licensee
7 -- and I don't know if there's still a relationship
8 because we did grant the license to The Springs.

9 Who was having this event? I don't know.
10 So that's one of the reasons why we're trying to
11 find out exactly what's the relationship with ABRA
12 and the park service and the Bid. That's what we're
13 trying to -- you can go ahead and ask your
14 questions, sir, but I'm just saying that these are
15 some of the questions that the Board needs answers
16 to. Okay, go ahead, sir.

17 MR. O'BRIEN: Thank you, Mr. Chair, for
18 that guidance, and I'm going to address exactly
19 what I believe the Board is concerned with. But
20 since we have on the screen a copy of the first page
21 of the Annual Work Plan for Franklin Park pursuant
22 to the contract provision that Mr. Price read, I'd
23 ask you to scroll down seven items to where we have
24 highlighted. Reading Rock the Park at various
25 locations, Franklin Park starts October 7 ends

1 October 10.

2 Mr. Price, if needed, will confirm that
3 this is an accurate copy of the Annual Work Plan.
4 If we go all the way to the right, and I realize
5 this is very faint, but the note reads tent will
6 be erected for the beer garden on the west lawn,
7 and it goes on for other things. So this is the
8 Annual Work Plan, explicitly identifies that
9 there's going to be a beer garden. I appreciate
10 Investigator Puente's candor and forthrightness.
11 He was fed bad information, I think by Lieutenant
12 Van Dyke.

13 We can go further into that if we need
14 to, but this was fully authorized by NPS,
15 explicitly authorized by NPS. And there is no
16 requirement anywhere in this contract that
17 permission of the Board has to be secured. In answer
18 to your question, could we go to the first page,
19 and we can pull it up also, of the contract? If we
20 scroll down to the bottom of the first page, and
21 it's going to continue onto the second page. This
22 is an explicit answer to your question, Mr. Chair.

23 The National Mall and Memorial Parks
24 (NAMA) administers more than 1,000 acres of NPS
25 land within the District of Columbia containing

1 many of the United States' most significant
2 national cultural resources. In addition, NAMA
3 contains more than 150 park reservations in the
4 city. Many of these parks establish the character
5 of the neighbor enterprise by local residents for
6 their green space.

7 Resources include Franklin Park. So the
8 answer to the question that the Chair posed is
9 Franklin Park is National Park land. The Board,
10 with respect, no judge likes to be told that he
11 doesn't have jurisdiction, the Board does not have
12 jurisdiction over a national park. Now we know
13 there are many events every year held on the
14 National Mall with wine and beer. But I think it's
15 understood by all the National Mall is National
16 Park Service and the Board has no jurisdiction.

17 We can go to other examples. I'd be
18 willing to bet that Chief Short at some point or
19 another has attended a retirement ceremony at the
20 Officers' Club at Bolling Air Force Base in the
21 District of Columbia. There's no ABC license there.
22 That's federal property. Events at the
23 Smithsonian. There's no ABC licenses, that's
24 federal property. I want to make it clear, we are
25 not talking today about which, I forget the name

1 you gave it, of the café to be coming in the future.

2 This all happened before I got
3 involved, but it was obvious to me from day one that
4 the Board has no jurisdiction over this. I pointed
5 out to Investigator Puente that the contract,
6 contrary to his report, doesn't say anything about
7 complying with the laws of the District. But as I
8 read further down in Investigator Fuente's report,
9 I see that's what Lieutenant Van Dyke told him. Now
10 if Lieutenant Van Dyke thinks that the Bid is doing
11 something wrong, that's between the Bid and the
12 National Park Service.

13 With respect, the Board has no
14 jurisdiction over this at all. Investigator
15 Puente, who I know is experienced, and for whom I
16 have a great deal of respect, was given flat out
17 bad information here, and that's what led to this
18 cease and desist order, which was improvidently
19 granted. We're asking the Board to withdraw it,
20 vacate the order.

21 CHAIRPERSON ANDERSON: You can close the
22 screen. Maybe you or Mr. Price can answer this
23 question. Who owns the Franklin -- what's the
24 relationship between the National Park Service and
25 DC over Franklin Square Park? It's my understanding

1 that the District of Columbia spent over \$20
2 million of DC taxpayers funds to renovate Franklin
3 Square Park.

4 I know that, and it's public knowledge
5 that the mayor had a great event over there to talk
6 about the renovation. So what is the relationship
7 between the District of Columbia and the National
8 Park Service regarding Franklin Square Park?

9 MR. O'BRIEN: The District indeed put
10 money into rehabilitation of the park, but the
11 National Park Service retains administrative
12 control over the park.

13 CHAIRPERSON ANDERSON: And so you're
14 saying that although this special relationship
15 occurs, and that's why I'm trying to find out, so
16 there's no, if you're aware, does the District of
17 Columbia have any ownership or any rights regarding
18 utilization of the space that they spent all this
19 money in renovating?

20 MR. O'BRIEN: There is a separate
21 contract between the National Park Service and the
22 District of Columbia. I have reviewed it and it says
23 nothing at all about District of Columbia
24 government, or specifically the ABC Board, having
25 any jurisdiction over events in the park.

1 CHAIRPERSON ANDERSON: I know Mr.
2 O'Brien, and you're not involved with the other
3 licensee where the Bid and licensee came to us to
4 apply for a license to grant a license to another
5 licensee to operate on this space. So it is now,
6 it's baffling that you're saying -- I don't know
7 why that if the District of Columbia has no
8 authority or the ABC Board has no authority, why
9 then would the Bid come to us and ask us to give
10 a license to an operator to serve alcohol on land
11 that you're now saying we have no authority to grant
12 a license?

13 MR. O'BRIEN: The simple answer, Mr.
14 Chair, is the Bid did that before consulting with
15 counsel. The tenant --

16 CHAIRPERSON ANDERSON: Let me finish.
17 The Bid did that because when we had the hearing
18 there was counsel here, and Mr. Price was one of
19 the witnesses. I'm just --

20 MR. O'BRIEN: Are you saying counsel for
21 the Bid?

22 CHAIRPERSON ANDERSON: I did not say
23 that. What I said was when we went through the
24 process, there was, and I know that the Bid has gone
25 through presidents, but one of the reasons why I'm

1 saying Mr. Price, because although Mr. Price was
2 not the head of the Bid at the time, he was at the
3 hearing. That's why I keep on saying Mr. Price, Mr.
4 Price, because I'm familiar with Mr. Price because
5 Mr. Price did testify at the hearing.

6 So that's one of the reasons why. You
7 are correct, there are the Smithsonian, the Mall,
8 there are several properties in DC that are under
9 the exclusive control of the National Park Service
10 and, of course, the ABC Board doesn't have
11 authority to issue/grant licenses.

12 But it's our understanding that what
13 was presented to us, it is because of this special
14 relationship with the District and the park service
15 in the sense of how the renovation of this park
16 occurred that some authority was granted to us to
17 issue licenses, or that we have some control over
18 the sale and service of alcohol in that park.

19 If that is incorrect, then you need to
20 provide us something in writing to say that this
21 Board does not have authority over the sale and
22 service of alcohol at Franklin Square Park.

23 MR. O'BRIEN: Something in writing from
24 whom?

25 CHAIRPERSON ANDERSON: From somebody.

1 MR. O'BRIEN: I'll write it. I'll write
2 it.

3 CHAIRPERSON ANDERSON: Just something
4 to say that this is purely federal land, similar
5 to what happens at the Smithsonian, what happens
6 at the Mall, what happens at any federal property,
7 and that the ABC Board or no other DC entity has
8 jurisdiction over the sale and service of alcohol
9 at Franklin Square Park. If there is something in
10 writing saying that -- I don't have in front of me,
11 maybe you can provide us a copy of the contract
12 between the District and the National Park Service,
13 because clearly there is a contract.

14 I don't think the District would have
15 spent \$20 million to renovate a property that they
16 have no control over.

17 MR. O'BRIEN: We will provide a copy of
18 that contract to the Board's counsel, but I
19 represent to you there's nothing in there that
20 gives the District the authority to impose its laws
21 over events at Franklin Park. Now I'm sorry that
22 you were led down the wrong path at a previous
23 hearing. I guess everybody just kind of believed
24 or assumed that the Board had authority over it.

25 As soon as I got into this, it was

1 apparent to me that the Board doesn't. So mistakes
2 that were made previously or even
3 misrepresentations that were made to the Board
4 cannot operate to change the fact that the Board
5 has no jurisdiction over Franklin Park.

6 MEMBER GRANDIS: Mr. Chairman?

7 CHAIRPERSON ANDERSON: Go ahead, Mr.
8 Grandis.

9 MEMBER GRANDIS: Thank you. I'd like to
10 get back to the investigator, if I could. Could you
11 go to that agreement between the National Park
12 Service that you did display? You don't need to
13 display it again, but could you go to Page 4 and
14 read the title of Section B?

15 INVESTIGATOR PUENTE: Responsibilities
16 of the NPS. The NPS shall --

17 MEMBER GRANDIS: Yeah, okay, can you go
18 to the next page and read Number 6?

19 INVESTIGATOR PUENTE: Number 6, upon
20 application by the Bid and foundation issue special
21 use permits when appropriate and for planned events
22 and activities occurring at NPS sites. At the
23 discretion of the superintendent, application fees
24 may be waived. Approval of annual work plan will
25 serve as issuance of special use permits for all

1 events and activities conducted by the partners and
2 Franklin Park.

3 The sale or service of alcoholic
4 beverages is permitted for activities and events
5 in Franklin Park approved in the annual work plan
6 otherwise in accordance with NPS regulations.

7 MEMBER GRANDIS: So Mr. Puente, in your
8 review of this agreement, is there any mention at
9 all regarding the relationship of this park to the
10 District of Columbia?

11 INVESTIGATOR PUENTE: No, sir, I did not
12 see any.

13 MEMBER GRANDIS: So you're not an
14 expert, but your reading of this agreement is
15 simply between NPS and the Bid. Is that how you read
16 it?

17 INVESTIGATOR PUENTE: Yes, sir.

18 MEMBER GRANDIS: So it may, okay -- so
19 thank you very much. This does not address the role
20 that DC government has with alcoholic beverages or
21 events, does it?

22 INVESTIGATOR PUENTE: No, sir, I didn't
23 see any.

24 MEMBER GRANDIS: Once again, this is
25 simply an agreement between the park service and

1 in this case, the Bid?

2 INVESTIGATOR PUENTE: Yes, sir.

3 MEMBER GRANDIS: Does this agreement
4 talk about having a security plan?

5 INVESTIGATOR PUENTE: I didn't see any.

6 MEMBER GRANDIS: Does this agreement
7 mention having a security detail?

8 INVESTIGATOR PUENTE: No, sir, I didn't
9 see any.

10 MEMBER GRANDIS: Does this agreement
11 address anything about having cameras?

12 INVESTIGATOR PUENTE: No, sir.

13 MEMBER GRANDIS: Does this agreement
14 have any discussion at all about the patrons taking
15 alcoholic beverages of the park land?

16 INVESTIGATOR PUENTE: No, sir, I didn't
17 see any.

18 MEMBER GRANDIS: Thank you very much.
19 Thank you, Mr. Chairman.

20 CHAIRPERSON ANDERSON: Any other
21 questions by any of the Board members? Yes, Mr.
22 Short?

23 MEMBER SHORT: Thank you very much.
24 Investigator Puente, you are an investigator for
25 ABRA, is that correct?

1 INVESTIGATOR PUENTE: Yes, sir.

2 MEMBER SHORT: And when you go to any
3 place that sells or services alcohol in the
4 District of Columbia, you have to depend on
5 enforcement by law enforcement, is that correct?

6 INVESTIGATOR PUENTE: Yes, sir.

7 MEMBER SHORT: So when you are on federal
8 property and a park police official says to you this
9 isn't what it looks like or what it should be, what
10 is there left for you to do when that person says
11 that to you?

12 INVESTIGATOR PUENTE: I would say to
13 investigate and determine who has oversight over
14 the event.

15 MEMBER SHORT: And that's what you did,
16 correct?

17 INVESTIGATOR PUENTE: Yes, sir.

18 MEMBER SHORT: Now other testimony came
19 about other federal properties where there's sale
20 and service of alcohol, particularly Air Bases and
21 the Navy Yard in the District of Columbia. To your
22 knowledge, would someone just go to the Bolling Air
23 Force Base and start selling alcohol?

24 INVESTIGATOR PUENTE: Not to my
25 knowledge? I know there's security and

1 checkpoints, so I couldn't even enter the base if
2 I wanted to.

3 MEMBER SHORT: Okay, and also the Navy
4 Yard on M Street in Southeast Washington, DC, can
5 anyone just go there, even on the sidewalk in front
6 of there and start selling alcohol or servicing it
7 because --

8 INVESTIGATOR PUENTE: No, sir, usually
9 I see armed Marines walking around checking people
10 and stopping people if need be.

11 MEMBER SHORT: So since there are no
12 armed persons walking around Franklin Square, when
13 you see a park police lieutenant with a gun on his
14 side and the authority to arrest persons or to keep
15 order, who do you listen to, the park police or do
16 you listen to someone else?

17 INVESTIGATOR PUENTE: The park police.

18 MEMBER SHORT: Is that what you did?

19 INVESTIGATOR PUENTE: Yes, sir.

20 MEMBER SHORT: Thank you very much.

21 That's all I have, Mr. Chair.

22 CHAIRPERSON ANDERSON: Thank you. Any
23 other questions by any Board members? Mr. O'Brien,
24 I get your point, Mr. O'Brien. I know we're the
25 Board members. I don't necessarily disagree. Go

1 ahead, Mr. O'Brien.

2 MR. O'BRIEN: You went to the person that
3 was available to you at the park service,
4 Lieutenant Van Dyke?

5 INVESTIGATOR PUENTE: Yeah, so I called
6 --

7 MR. O'BRIEN: As it turned out, he gave
8 you bad information, didn't he?

9 INVESTIGATOR PUENTE: I didn't go to him
10 initially. I initially called the park police main
11 police number, got the lieutenant of that area or
12 the commander who then put me in touch with
13 Lieutenant Van Dyke of special operations.

14 MR. O'BRIEN: But it's Van Dyke who told
15 you that District of Columbia laws apply?

16 INVESTIGATOR PUENTE: Yes, sir, because
17 on Sunday, the next day, Supervisor Peru went out
18 there and met with them and he said ABRA had the
19 authority with alcohol.

20 MR. O'BRIEN: Who said that? Van Dyke?

21 INVESTIGATOR PUENTE: Yes.

22 MR. O'BRIEN: Yeah.

23 INVESTIGATOR PUENTE: I'm not sure Van
24 Dyke, maybe one of his other guys, but Supervisor
25 Peru spoke with them on Sunday.

1 MR. O'BRIEN: And it was Van Dyke who
2 told you there was no permit?

3 INVESTIGATOR PUENTE: No, sir, it was
4 Commander Matatula.

5 MR. O'BRIEN: Who told you there was no
6 permit?

7 INVESTIGATOR PUENTE: Who told
8 Supervisor Peru that ABRA had the authority.

9 MR. O'BRIEN: No, my question is about
10 -- Van Dyke told you and you reported that there
11 was no permit for this event.

12 INVESTIGATOR PUENTE: Yes, sir.

13 MR. O'BRIEN: You now know, having seen
14 the Annual Work Plan that, in fact, there was a
15 permit, correct?

16 INVESTIGATOR PUENTE: Yes, under the
17 Annual Work Plan.

18 MR. O'BRIEN: Yeah, so you were given bad
19 information, were you not?

20 INVESTIGATOR PUENTE: I wouldn't say bad
21 information. I would say that maybe the DC
22 government need to figure out, sit this all down
23 and figure out who and where, who has the alcohol
24 authority.

25 MR. O'BRIEN: Okay. Now Chief Short

1 asked you questions about for instance, alcohol
2 sales elsewhere. Suppose you happened to be on the
3 Mall for some reason, since it's not within your
4 jurisdiction, and somebody told you, even the
5 police told you, the park police, that there was
6 an unlicensed alcohol, unpermitted alcohol
7 operation going on. That's still not your
8 jurisdiction, is it?

9 INVESTIGATOR PUENTE: No, that's
10 National Mall. That's park police.

11 MR. O'BRIEN: All right, so you'd have
12 to tell park police, I can't help you, correct?

13 INVESTIGATOR PUENTE: Yes, sir.

14 MR. O'BRIEN: Thank you.

15 CHAIRPERSON ANDERSON: Mr. O'Brien, as
16 I've stated before, ABRA was doing enforcement
17 activities at Franklin Square Park based on
18 information that was provided to us where we were
19 informed that we had authority to do enforcement
20 action over Franklin Square Park. So what I'd ask
21 you to do is to provide us to do is to provide us
22 with any contract that was signed between the
23 District and the Park Service --

24 MR. O'BRIEN: Which we will do.

25 CHAIRPERSON ANDERSON: -- and whether or

1 not the District of Columbia AKA ABRA has any
2 enforcement activities regarding the sale and
3 service of alcohol on Franklin Square Park. If this
4 was a purely federal park, you are correct. The
5 District has no authority and ABRA has no authority
6 over the sale and service of alcohol at strictly
7 federal property.

8 Mr. O'Brien, I'll ask you this question
9 to say are you familiar with 36 CFR 5.2A, which
10 discusses alcohol sales and states it must conform
11 with all applicable federal, state and local laws
12 and regulations? If you are, how does that impact
13 your argument? I don't know if you are familiar with
14 that provision.

15 MR. O'BRIEN: I understand CFR is part
16 of the regulations. I am not familiar with that
17 provision.

18 CHAIRPERSON ANDERSON: In whatever you
19 provide me, you can also look at that 36 CFR 5.2A
20 and to see how does that impact what goes on in
21 Franklin Square Park. As I said before, you are
22 correct, we were informed that we had based on the
23 relationship with the District of Columbia and
24 Franklin Square Park, and so we were told that we
25 had authority. That's one of the reasons why we were

1 involved.

2 If we do not have authority, if it's
3 determined that we do not have legal authority to
4 do enforcement actions over Franklin Square Park,
5 of course then we will vote to remove the cease and
6 desist and we will move on. I supposed then the
7 Board, although the Board issued a license for
8 another licensee to operate on that property, then
9 the Board needs to revisit that issue to see if we
10 even have any authority to issue a license for any
11 sale and service of alcohol on what's considered
12 purely park service land.

13 MEMBER GRANDIS: Mr. Chairman?

14 CHAIRPERSON ANDERSON: I'm sorry. Yes,
15 Mr. Grandis?

16 MEMBER GRANDIS: When it's appropriate,
17 I have some questions for Mr. O'Brien.

18 CHAIRPERSON ANDERSON: We're ending the
19 hearing, sir, so if you have a question ask the
20 question because I'm ending the hearing.

21 MEMBER GRANDIS: Thank you. Mr. O'Brien.

22 MR. O'BRIEN: Yes, sir.

23 MEMBER GRANDIS: It's a pleasure to see
24 you today. So this agreement that you are
25 highlighting to us, it's somewhat like a

1 landlord/tenant situation, wouldn't it be? Because
2 the park service is not relinquishing the ownership
3 of that land to the Bid, correct?

4 MR. O'BRIEN: Absolutely correct.

5 MEMBER GRANDIS: So therefore, the park
6 service is basically the landlord for that
7 property, correct?

8 MR. O'BRIEN: Correct.

9 MEMBER GRANDIS: And therefore this
10 agreement really speaks to the relationship
11 between the Bid and the National Park Service
12 regarding events on that parcel.

13 MR. O'BRIEN: Correct.

14 MEMBER GRANDIS: So in a situation where
15 a landlord has given a lease in the District to a
16 tenant, a commercial tenant, that agreement does
17 not give, the landlord does not have the legal
18 authority to say you just come to me and tell me
19 what events you're having on my property and you
20 don't need to deal with the District, correct?

21 MR. O'BRIEN: Yeah, I --

22 MEMBER GRANDIS: Let's move forward. The
23 point I'm trying to make, sir, is that I think that
24 there is, of course, confusion here. But the
25 reality is that when the Bid went to negotiate with

1 the National Park Service, as it should have done,
2 it reached an agreement about what activities that
3 the landlord was going to allow this tenant to have,
4 which did include alcoholic beverages.

5 But as you know with most of your
6 clients that have ABC licenses, all the leases have
7 to have in it a provision that that tenant has a
8 right to sell alcoholic beverages as granted by DC,
9 the ABRA agency, correct?

10 MR. O'BRIEN: In a commercial landlord
11 and tenant lease --

12 MEMBER GRANDIS: Yes.

13 MR. O'BRIEN: -- I would expect to see
14 a clause that the tenant shall comply with all
15 requirements of local law, including an ABC license
16 if alcoholic beverages are served. In a commercial
17 landlord and tenant arrangement, I would expect to
18 see that, yes.

19 MEMBER GRANDIS: Okay, thank you. And
20 therefore, what we really have here is an agreement
21 between a landlord and a tenant about the use of
22 a parcel of land, but it does not give them an
23 exemption to permits and licenses and other types
24 of endorsements that may be required.

25 MR. O'BRIEN: With respect, I think

1 you're comparing apples and oranges. This is not
2 a commercial tenant. This is the United States
3 Government. The fundamental problem here is the
4 power to grant a license is the power to deny a
5 license. The National Park Service is not going to
6 put itself in a position where the DC ABC Board can
7 say no, you can't use the park for this purpose.

8 MEMBER GRANDIS: Again, this is simply
9 an agreement between Downtown Bid and the federal
10 government to have access to park service land,
11 correct?

12 MR. O'BRIEN: Correct.

13 MR. PRICE: If I could just add one thing
14 here. I want to clarify just a little bit --

15 CHAIRPERSON ANDERSON: Hold on, Mr.
16 Price. Hold on.

17 MR. PRICE: Sure.

18 CHAIRPERSON ANDERSON: You are being
19 represented by counsel and because you're being
20 represented by counsel, you need to have a
21 conversation with Mr. O'Brien about what you're
22 about to say. He needs to know what you're saying
23 before I'm going to allow you to speak, just to
24 protect the attorney --

25 MR. O'BRIEN: I have confidence in Mr.

1 Price. He certainly may speak.

2 CHAIRPERSON ANDERSON: Mr. O'Brien, you
3 can't say --

4 MEMBER GRANDIS: I'm going to --

5 CHAIRPERSON ANDERSON: Hold on, Mr.
6 Grandis.

7 MR. O'BRIEN: I understand. I appreciate
8 the warning, Mr. Chair.

9 CHAIRPERSON ANDERSON: Go ahead, Mr.
10 Price, you can speak.

11 MR. PRICE: I certainly appreciate you,
12 Chairman, for looking out for me here. I just wanted
13 to offer one piece of clarity because I think this
14 comparison is a difficult one to try to draw because
15 it's certainly not a commercial landlord/tenant
16 agreement. This is a very unique relationship that
17 exists where the Bid is not just a tenant. We are
18 actually an operator of this park.

19 We are contributing more than \$1
20 million per year to staff, to operate, to fund the
21 maintenance and upkeep of this space, so it's a very
22 different kind of relationship. So I just wanted
23 to clarify that one element. But I'll defer back
24 to you, Mr. O'Brien, as far as where we go. I just
25 wanted to clarify, we're not just a tenant using

1 the space. We are maintaining and operating the
2 park.

3 MEMBER GRANDIS: Mr. Chairman, I'm done.
4 Thank you very much. Mr. O'Brien, thank you for your
5 comments.

6 CHAIRPERSON ANDERSON: Thank you, Mr.
7 Grandis. To end this hearing, let me put some
8 clarity here. I don't care about the contract
9 between the Bid and the National Park Service. The
10 larger issue, whether or not this is District land
11 or is it federal land, because we all know the
12 District of Columbia. There are lands in the
13 District of Columbia that are clearly federal lands
14 that the District of Columbia government does not
15 have jurisdiction over.

16 We were led to believe that the District
17 of Columbia AKA the ABC Board has jurisdiction over
18 the sale and service of alcohol at Franklin Square
19 Park. If there is some agreement that says that this
20 is purely federal land, then the District of
21 Columbia AKA the ABC Board does not have
22 jurisdiction over the sale and service of alcohol
23 on a purely federal land, then this matter is over.

24 That's all I've asked, provide us a
25 contract between the National Park Service and the

1 District so we can clearly articulate whether or
2 not this is a property that the District of
3 Columbia, and therefore the ABC Board has
4 jurisdiction to take enforcement action, okay? And
5 that's all, that was the purpose of this hearing,
6 to get clarification.

7 Once that's provided, you'll provide
8 that to our lawyer, our lawyer and the Board will
9 make a determination and we will take whatever
10 further action we can regarding the operation, the
11 sale and service of alcohol at the National Park
12 Service over at Franklin Square Park. Okay, thank
13 you very much, Mr. O'Brien for your presentation,
14 today. Thank you very much, Mr. Puente. Mr. Price,
15 thank you for being here. Did you have any further
16 comments you want to make, Mr. O'Brien before
17 ending the hearing? I will give you the last word.

18 MR. O'BRIEN: I'll leave the last word
19 with you, Mr. Chair.

20 CHAIRPERSON ANDERSON: Thank you very
21 much. Have a great day. Thank you for being here
22 today and have a great day.

23 MR. O'BRIEN: Thanks a lot, take care.

24 (Whereupon, the above-entitled matter
25 went off the record at 12:15:54 p.m.)

A

a.m. 2:2
ABC 5:13 7:18 22:21,23
 24:24 25:8 26:10 27:7
 39:6,15 40:6 42:17,21
 43:3
able 13:16
above-entitled 43:24
ABRA 1:19,20 2:7 3:15
 6:19 7:16,22 9:9,9,14
 11:18 13:24 20:11
 30:25 33:18 34:8
 35:16 36:1,5 39:9
ABRA's 4:22
Absolutely 38:4
access 2:10 40:10
accompanied 3:22
accurate 21:3
acres 21:24
action 6:9,13 35:20
 43:4,10
actions 6:11 11:18 37:4
activities 13:4,8,11
 15:6 28:22 29:1,4
 35:17 36:2 39:2
add 40:13
addition 16:8 22:2
address 20:18 29:19
 30:11
addresses 14:3
administers 21:24
administrative 24:11
advertised 7:7,10
advised 7:12,15,17,21
 8:3,10 16:1
agency 39:9
agree 16:15,20 18:16
agreement 15:17 28:11
 29:8,14,25 30:3,6,10
 30:13 37:24 38:10,16
 39:2,20 40:9 41:16
 42:19
ahead 9:3 12:5 19:3,3
 20:13,16 28:7 33:1
 41:9
Air 22:20 31:20,22
AKA 36:1 42:17,21
alcohol 7:2 8:15,23
 10:8 11:11,16 12:16
 15:18 17:25 25:10
 26:18,22 27:8 31:3,20
 31:23 32:6 33:19
 34:23 35:1,6,6 36:3,6
 36:10 37:11 42:18,22
 43:11
alcoholic 1:2,11 6:20
 7:14 13:10,16 14:4
 15:5 29:3,20 30:15

39:4,8,16
ALIYA 1:15
allow 39:3 40:23
allowed 10:6
amount 19:11,16
Anderson 1:12,14 2:3
 2:12,18 3:4,17 4:3,6
 4:13,16 8:25 9:3 12:3
 14:16 18:23 19:2
 23:21 24:13 25:1,16
 25:22 26:25 27:3 28:7
 30:20 32:22 35:15,25
 36:18 37:14,18 40:15
 40:18 41:2,5,9 42:6
 43:20
animosity 17:18
annual 13:7,11,19,22
 15:7 17:1,3 18:9,15
 18:17 20:21 21:3,8
 28:24 29:5 34:14,17
answer 14:1,21 21:17
 21:22 22:8 23:22
 25:13
answers 20:15
anybody 17:8
apparent 28:1
appeared 5:11
appears 2:22 3:6 11:24
apples 40:1
applicable 36:11
application 13:2,6
 28:20,23
apply 11:1 25:4 33:15
appreciate 21:9 41:7,11
appropriate 13:4 28:21
 37:16
approval 13:7 28:24
approved 13:11 15:6
 17:1,2 18:17 29:5
approximately 6:22
area 5:13 14:2 19:23
 20:3 33:11
argument 36:13
armed 32:9,12
arrangement 39:17
arrest 32:14
articulate 43:1
asked 17:5 18:8 35:1
 42:24
asking 18:24,24 23:19
assumed 27:24
attended 22:19
attorney 40:24
authority 25:8,8,11
 26:11,16,21 27:20,24
 32:14 33:19 34:8,24
 35:19 36:5,5,25 37:2
 37:3,10 38:18

authorized 21:14,15
available 33:3
aware 4:25 19:7 24:16

B

B 28:14
back 8:21 11:4,9 16:23
 18:14 28:10 41:23
bad 21:11 23:17 33:8
 34:18,20
bafling 25:6
base 22:20 31:23 32:1
based 19:18 20:1 35:17
 36:22
Bases 31:20
basically 38:6
beer 4:21 6:24 7:3,6,9
 21:6,9 22:14
begins 15:15
behalf 2:8 6:1 14:21
believe 18:11 20:19
 42:16
believed 7:15,22 8:19
 11:1 16:13 27:23
belongs 19:17
bet 22:18
better 3:8
Beverage 1:2,11
beverages 7:15 13:10
 13:16 14:4 15:5 29:4
 29:20 30:15 39:4,8,16
bid 1:6 2:5,8,9 4:20,21
 7:12,13,15,20 8:4,13
 8:19 9:12 12:9 13:2
 14:19,21 15:1,17,22
 16:2 17:18 18:3 20:4
 20:12 23:10,11 25:3,9
 25:14,17,21,24 26:2
 28:20 29:15 30:1 38:3
 38:11,25 40:9 41:17
 42:9
binding 6:11
bit 19:5 40:14
Board 1:2,8,11 4:23 5:2
 5:6,13,25 6:3,8,12 9:1
 12:5 14:17 19:21
 20:15,19 21:17 22:9
 22:11,16 23:4,13,19
 24:24 25:8 26:10,21
 27:7,24 28:1,3,4
 30:21 32:23,25 37:7,7
 37:9 40:6 42:17,21
 43:3,8
Board's 27:18
BOBBY 1:14
Bolling 22:20 31:22
bottom 15:5 21:20
brands 7:9

C

caf 23:1
calendar 2:4
called 7:4 18:12 33:5,10
camera 2:14,24 3:8,9
cameras 30:11
candor 21:10
care 42:8 43:23
case 2:4 4:23 11:20
 15:14 19:5 30:1
caterer 8:22 9:22 11:11
 11:15
catering 8:1
CATO 1:14
cease 4:24 5:4 11:20,21
 23:18 37:5
cell 10:17
CEO 4:11
ceremony 22:19
certain 6:11
certainly 41:1,11,15
CFR 36:9,15,19
Chair 12:2 20:17 21:22
 22:8 25:14 32:21 41:8
 43:19
Chairman 2:11 4:1 28:6
 30:19 37:13 41:12
 42:3
Chairperson 1:11,14
 2:3,12,18 3:4,17 4:3,6
 4:13,16 8:25 9:3 12:3
 14:16 18:23 19:2
 23:21 24:13 25:1,16
 25:22 26:25 27:3 28:7
 30:20 32:22 35:15,25
 36:18 37:14,18 40:15
 40:18 41:2,5,9 42:6
 43:20
change 28:4
character 22:4
charge 8:9 16:1
check 18:14
checked 7:24
checking 32:9
checkpoints 32:1
Chief 22:18 34:25
city 7:2 8:2 22:4
clarification 5:21 43:6
clarify 40:14 41:23,25
clarity 41:13 42:8
clause 39:14
clear 19:24 20:6 22:24
clearly 27:13 42:13

43:1
client 6:1
clients 39:6
close 3:3 23:21
closer 2:13,19
Club 22:20
colleague 3:23
Columbia 1:1 15:10,21
 15:23 16:7,18,25
 19:16 21:25 22:21
 24:1,7,17,22,23 25:7
 29:10 31:4,21 33:15
 36:1,23 42:12,13,14
 42:17,21 43:3
come 7:22 9:20 25:9
 38:18
coming 18:13 23:1
commander 33:12 34:4
comments 42:5 43:16
commercial 38:16
 39:10,16 40:2 41:15
communication 17:12
company 7:4
comparing 40:1
comparison 41:14
compliance 15:9
complied 16:19
comply 13:23 14:8
 39:14
complying 23:7
concerned 20:19
conducted 13:9 29:1
confer 7:24
conference 2:14,21 3:2
conferring 8:17 16:13
confidence 40:25
confirm 21:2
conform 36:10
confusion 5:12 38:24
consider 4:20
considered 37:11
consulting 25:14
consumed 8:15
consumption 12:16
contact 7:11 8:2,7
containing 21:25
contains 22:3
continue 20:4 21:21
contract 7:13,19 8:4,19
 9:12 10:5,6,14,17,22
 12:8,12 14:3,8,25
 15:16,21,25 16:18
 20:22 21:16,19 23:5
 24:21 27:11,13,18
 35:22 42:8,25
contrary 23:6
contributing 41:19
control 1:2,11 24:12

26:9,17 27:16
conversation 40:21
conversations 17:17
copy 12:8 20:20 21:3
 27:11,17
correct 9:24 10:3 16:22
 18:4 26:7 30:25 31:5
 31:16 34:15 35:12
 36:4,22 38:3,4,7,8,13
 38:20 39:9 40:11,12
correctly 9:6
counsel 1:18,19 25:15
 25:18,20 27:18 40:19
 40:20
course 26:10 37:5
 38:24
CROCKETT 1:15
cultural 22:2

D

Daiquiri 7:4
daiquiris 7:5
day 8:14,22,23 23:3
 33:17 43:21,22
DC 1:19,20 4:11,19 11:2
 13:23 14:9 16:14
 19:15 23:25 24:2 26:8
 27:7 29:20 32:4 34:21
 39:8 40:6
deal 23:16 38:20
decided 11:8
defer 41:23
degree 17:17
deny 40:4
depend 31:4
desist 4:24 5:4 11:20
 11:21 23:18 37:6
detail 30:7
determination 5:3 43:9
determine 17:3 31:13
determined 37:3
difference 3:5
different 3:7 7:9 19:5
 41:22
difficult 41:14
disagree 32:25
discretion 13:5 28:23
discusses 36:10
discussion 14:7 30:14
display 28:12,13
distribute 7:14
distributed 8:15
District 1:1 4:12 7:4
 15:10,20,22 16:7,18
 16:25 19:8,11,14,16
 21:25 22:21 23:7 24:1
 24:7,9,16,22,23 25:7
 26:14 27:12,14,20

29:10 31:4,21 33:15
 35:23 36:1,5,23 38:15
 38:20 42:10,12,13,14
 42:16,20 43:1,2
division 4:22
document 18:22,23
doing 11:11 23:10
 35:16
Donovan 1:11,14
Downtown 4:11,19
 15:1 18:3 40:9
draw 41:14
drink 7:7
Dyke 8:8 10:5 11:6,6
 16:1,5 17:8,14,21
 18:7,9 21:12 23:9,10
 33:4,13,14,20,24 34:1
 34:10

E

e-complaint 6:20
earlier 19:9
EDWARD 1:15
either 16:24
elect 6:2
element 41:23
elevate 2:6 18:21,25
 19:1
elevated 2:10 4:2 18:24
email 17:11
employee 7:12
empowered 5:25 6:8
encompassed 17:3
endorsements 39:24
ends 20:25
enforcement 4:22 31:5
 31:5 35:16,19 36:2
 37:4 43:4
enter 32:1
enterprise 22:5
entertainment 6:25
entity 27:7
erected 21:6
establish 22:4
event 4:20 5:5,8,9,10
 5:11 6:20 8:16,23 9:8
 10:14 11:8,25 17:4
 18:17 20:9 24:5 31:14
 34:11
events 8:9,14,20 9:14
 10:6 11:2 13:4,8 14:3
 15:6,18 16:1 17:24
 20:5 22:13,22 24:25
 27:21 28:21 29:1,4,21
 38:12,19
everybody 27:23
exactly 20:11,18
examples 22:17

exclusive 26:9
exemption 39:23
exists 41:17
expect 39:13,17
experienced 23:15
expert 29:14
explicit 21:22
explicitly 21:8,15

F

fact 1:6 2:4 4:17,18 5:1
 5:3,17,19 6:5,6,9,16
 19:6 28:4 34:14
faint 21:5
false 9:17
familiar 26:4 36:9,13,16
far 2:22,23 3:5,7 41:24
fed 21:11
federal 22:22,24 27:4,6
 31:7,19 36:4,7,11
 40:9 42:11,13,20,23
fees 13:6 28:23
fenced-off 6:24
figure 34:22,23
filed 11:24 13:19,22
final 5:3
find 18:8 19:22 20:2,11
 24:15
finding 1:6 2:4 4:17,18
 5:1,17,19 6:5,6,9,16
 19:6
finish 25:16
first 3:6 16:16 20:20
 21:18,20
five 7:8
flat 23:16
follow 16:2
Force 22:20 31:23
forget 22:25
forthrightness 21:10
forward 38:22
foundation 13:3 28:20
Franklin 1:5 2:5 4:21
 6:21 10:12 13:9,11
 15:6 19:8 20:5,21,25
 22:7,9 23:23,25 24:2
 24:8 26:22 27:9,21
 28:5 29:2,5 32:12
 35:17,20 36:3,21,24
 37:4 42:18 43:12
front 27:10 32:5
frozen 7:4,9
Fuente's 23:8
fully 21:14
fund 41:20
fundamental 40:3
funds 24:2
furnished 14:25

further 11:17 17:12
21:13 23:8 43:10,15
future 23:1

G

G-E-R-R-E-N 4:10
garden 4:22 6:24 7:3,6
7:6 21:6,9
gather 5:2
gathering 6:6
Gerren 1:20 4:9
give 3:1 12:23 25:9
38:17 39:22 43:17
given 5:24 23:16 34:18
38:15
gives 27:20
go 2:25 7:19 8:5 9:3,14
12:5 13:20 15:19,22
19:2,3 20:13,16 21:4
21:13,18 22:17 28:7
28:11,13,17 31:2,22
32:5,25 33:9 41:9,24
goes 21:7 36:20
going 5:8,22,22 15:13
16:23 18:25 20:18
21:9,21 35:7 39:3
40:5,23 41:4
good 3:9,10,14,17,24
4:13,15,16 7:19 13:20
government 11:2 16:14
24:24 29:20 34:22
40:3,10 42:14
Grandis 1:15 12:5,6,11
12:14,18,21,25 13:14
13:21 14:2,7,13,15
28:6,8,9,17 29:7,13
29:18,24 30:3,6,10,13
30:18 37:13,15,16,21
37:23 38:5,9,14,22
39:12,19 40:8 41:4,6
42:3,7
grant 20:8 25:4,11 40:4
granted 19:10 23:19
26:16 39:8
granting 5:18
great 23:16 24:5 43:21
43:22
green 22:6
guards 6:25
guess 27:23
guidance 20:18
gun 32:13
guys 11:7 33:24

H

HANSEN 1:16
happened 11:12 18:3
23:2 35:2

happens 27:5,5,6
head 26:2
hear 4:5
heard 9:6 18:14
hearing 1:6,7 2:4 4:17
4:18 5:1,17,19 6:4,5
6:16 19:19 25:17 26:3
26:5 27:23 37:19,20
42:7 43:5,17
hearings 6:6,10
held 4:20 9:15 22:13
help 35:12
highlighted 20:24
highlighting 37:25
hold 10:6 11:2 15:18
40:15,16 41:5
host 8:19

I

identifies 21:8
identify 3:11,18
illegal 4:20
impact 36:12,20
impose 27:20
Improvement 4:12
improvidently 23:18
include 22:7 39:4
including 39:15
incorrect 16:17 18:18
26:19
inform 10:23
informal 6:7
information 5:2 6:6
21:11 23:17 33:8
34:19,21 35:18
informed 8:3,13 35:19
36:22
initially 33:10,10
inside 6:21 7:3
instance 35:1
interfere 19:4
interpret 13:15
investigate 17:2 31:13
investigated 4:22
investigator 1:20 2:7
3:14,16 6:18 9:5,11
9:18,25 10:4,10,16,21
10:25 11:4,14,19,23
12:7,10,13,17,20,23
13:1,18,25 14:5,11,14
14:23 15:3,11,16,24
16:6,10,21 17:5,10,15
17:19,23 18:5,11,19
21:10 23:5,8,14 28:10
28:15,19 29:11,17,22
30:2,5,8,12,16,24,24
31:1,6,12,17,24 32:8
32:17,19 33:5,9,16,21

33:23 34:3,7,12,16,20
35:9,13
involved 5:16 20:6 23:3
25:2 37:1
irritation 17:17
issuance 13:7 28:25
issue 5:4 13:3 26:17
28:20 37:9,10 42:10
issue/grant 26:11
issued 4:24 5:6 8:11
10:11 11:20,22 16:12
37:7
issues 17:24
items 20:23

J

James 1:16 8:2
January 1:10
JENI 1:16
JOSE 1:19
JR 1:14,16
judge 22:10
jurisdiction 5:13 9:24
19:23,25,25 20:4
22:11,12,16 23:4,14
24:25 27:8 28:5 35:4
35:8 42:15,17,22 43:4

K

K-E-V-I-N 3:15
keep 26:3 32:14
kegs 7:2
Kevin 1:20 2:7 3:15
kind 27:23 41:22
know 5:5,16,19 18:10
19:15 20:7,9 22:12
23:15 24:4 25:1,6,24
31:25 32:24 34:13
36:13 39:5 40:22
42:11
knowledge 9:16 13:14
24:4 31:22,25

L

laid 19:19
land 19:15 21:25 22:9
25:10 27:4 30:15
37:12 38:3 39:22
40:10 42:10,11,20,23
landlord 38:6,15,17
39:3,10,17,21
landlord/tenant 38:1
41:15
lands 42:12,13
laptops 3:1
large 6:23
larger 42:10
Latosha 7:11

law 13:23 31:5 39:15
lawn 21:6
laws 14:9 23:7 27:20
33:15 36:11
lawyer 43:8,8
lease 38:15 39:11
leases 39:6
leave 43:18
led 23:17 27:22 42:16
left 31:10
legal 37:3 38:17
length 3:2
let's 3:12 6:13 38:22
liberation 7:6
license 5:18 7:16,23
9:21 11:2,24 19:10
20:8 22:21 25:4,4,10
25:12 37:7,10 39:15
40:4,5
licensed 9:21
licensee 5:6,10 6:10
20:6 25:3,3,5 37:8
licenses 7:25 8:1,5
14:10 22:23 26:11,17
39:6,23
licensing 9:14 19:20
lieutenant 8:7 10:5 11:6
11:6 15:25 16:4 17:8
17:14,21 18:7,9 21:11
23:9,10 32:13 33:4,11
33:13
likes 22:10
listen 32:15,16
little 14:6 19:5 40:14
local 22:5 36:11 39:15
locations 20:25
long 7:18 13:18
look 15:14 36:19
looking 41:12
looks 31:9
lot 43:23

M

M 32:4
M-A-H-M-O-U-D 3:25
M-A-N-A-L-L-E 3:25
Mahmoud 1:18 2:13
3:23,24
Mahmound 3:25
main 33:10
maintaining 42:1
maintenance 41:21
making 7:4
Mall 21:23 22:14,15
26:7 27:6 35:3,10
manager 7:18
Manalle 1:18 3:23,24
margaritas 7:10

Marines 32:9
Matatula 34:4
matter 1:4 19:20 42:23
 43:24
mayor 24:5
MEETING 1:3
Member 1:14,15,15,16
 1:16 9:2,5,16,23 10:1
 10:9,13,19,23 11:3,12
 11:17,21 12:1,6,11,14
 12:18,21,25 13:14,21
 14:2,7,13,15 28:6,9
 28:17 29:7,13,18,24
 30:3,6,10,13,18,23
 31:2,7,15,18 32:3,11
 32:18,20 37:13,16,21
 37:23 38:5,9,14,22
 39:12,19 40:8 41:4
 42:3

members 9:1 12:5
 14:18 30:21 32:23,25

Memorial 21:23

mention 15:8 16:24
 29:8 30:7

met 1:11 33:18

midnight 18:13

mile 2:15,20

million 24:2 27:15
 41:20

misrepresentations
 28:3

mistakes 28:1

Mm-hmm 14:14

moment 2:17 3:1

money 19:12,17 24:10
 24:19

morning 3:9,10,14,17
 3:24 4:13,15,16 6:17

move 2:13,19 3:1 37:6
 38:22

moving 2:16,20

N

NAMA 21:24 22:2

name 3:20 4:7,9 22:25

national 7:13,20 8:4,10
 8:12,17,18 9:13 13:19
 15:18,20 16:9,11

19:18 21:23 22:2,9,12
 22:14,15,15 23:12,24

24:7,11,21 26:9 27:12
 28:11 35:10 38:11

39:1 40:5 42:9,25
 43:11

Navy 31:21 32:3

necessarily 32:25

need 2:19 7:17 8:5 9:9
 9:13 10:22 13:23

21:13 26:19 28:12
 32:10 34:22 38:20
 40:20

needed 9:8 15:19 21:2
needs 20:15 37:9 40:22

negotiate 38:25

neighbor 22:5

never 18:14

new 2:23

note 21:5

notified 11:5

NPS 13:5,12 15:8 17:8
 21:14,15,24 28:16,16
 28:22 29:6,15

number 13:2 28:18,19
 33:11

numerous 8:13

NW 1:6

O

O'-B-R-I-E-N 3:22

O'Brien 1:19 2:7,12,16
 2:25 3:18,21,21 4:1
 4:25 6:1 14:18,23

15:4,13 16:4,7,15,23
 17:7,13,16,21 18:2,7

18:16,21 19:1,3 20:17
 24:9,20 25:2,13,20

26:23 27:1,17 32:23
 32:24 33:1,2,7,14,20

33:22 34:1,5,9,13,18
 34:25 35:11,14,15,24

36:8,15 37:17,21,22
 38:4,8,13,21 39:10,13

39:25 40:12,21,25
 41:2,7,24 42:4 43:13

43:16,18,23

observe 6:23 7:25

observed 6:23 7:1,2
 11:11

obtain 7:16 8:20 16:14

obvious 23:3

occasions 8:13

occurred 11:3 26:16

occurring 5:9 6:20,23
 13:5 28:22

occurs 24:15

October 4:19 6:19 8:12
 8:22 9:8 20:25 21:1

offer 41:13

office 11:25

officers 11:7

Officers' 22:20

official 31:8

okay 2:3 11:12 15:4,13
 16:15,23 18:2,21

20:16 28:17 29:18

32:3 34:25 39:19 43:4

43:12

Once 5:24 29:24 43:7

one-day 7:23,25 9:21
 11:1,24 13:24

operate 11:8 25:5 28:4
 37:8 41:20

operating 42:1

operation 35:7 43:10

operations 8:9 33:13

operator 25:10 41:18

oranges 40:1

order 1:8 4:24 5:4 6:8
 6:12 23:18,20 32:15

Orellana 1:19 2:6,10

outside 5:3 7:5

oversight 31:13

owner 8:2

ownership 24:17 38:2

owns 19:14 23:23

P

P-R-I-C-E 4:10

P-R-O-C-E-E-D-I-N-G-S
 2:1

P-U-E-N-T-E 3:15

p.m 6:22 43:25

page 14:24 15:14 20:20
 21:18,20,21 28:13,18

paragraph 13:2,15

14:24 15:15

parcel 38:12 39:22

park 4:21 5:9,14 6:21

6:22,24 7:13,20 8:4,8
 8:10,12,17,18 9:13,15

9:19,23 10:2,12 11:5
 11:10,14 12:8 13:9,11

13:17,19,22 15:6,18
 15:20 16:9,11 17:6,19

17:24,25 19:8,12,14
 19:17,18 20:5,12,21

20:24,25 22:3,7,9,9
 22:12,16 23:12,24,25

24:3,8,8,10,11,12,21
 24:25 26:9,14,15,18

26:22 27:9,12,21 28:5
 28:11 29:2,5,9,25

30:15 31:8 32:13,15
 32:17 33:3,10 35:5,10

35:12,17,20,23 36:3,4
 36:21,24 37:4,12 38:2

38:5,11 39:1 40:5,7
 40:10 41:18 42:2,9,19

42:25 43:11,12

Park/Downtown 1:5 2:5

parks 21:23 22:4

part 5:7 36:15

participated 5:20

particularly 31:20

parties 2:6 3:11 6:9

partners 13:9 29:1

path 27:22

patrons 30:14

people 32:9,10

perception 18:4

permission 10:2 21:17

permit 13:23,24 16:12

18:8 34:2,6,11,15

permits 8:11,21 10:15

10:20 13:3,8 14:9

28:21,25 39:23

permitted 13:10 29:4

permitting 8:21 10:7,9

10:11 15:19 16:2

person 31:10 33:2

personally 17:22

persons 9:7 10:14

32:12,14

Peru 33:17,25 34:8

phone 10:18

piece 41:13

place 31:3

plan 13:7,12,19,22 15:7

17:2,3 18:9,15,17

20:21 21:3,8 28:24

29:5 30:4 34:14,17

planned 13:4 28:21

please 2:6 3:18,19 4:4,7

18:22

pleasure 37:23

point 11:13 22:18 32:24

38:23

pointed 23:4

police 8:8 9:20,23 10:2

11:5,10,14 17:6,20,24

31:8 32:13,15,17

33:10,11 35:5,5,10,12

posed 22:8

position 40:6

possible 2:13

power 40:4,4

premise 18:18

PRESENT 1:13,17

presentation 20:1

43:13

presented 19:9 26:13

President 4:11

presidents 25:25

presiding 1:12

previous 19:18 27:22

previously 5:16 28:2

Price 1:20 3:9 4:2,3,5,9

4:10,15 5:16 6:3

14:20 19:21 20:22

21:2 23:22 25:18 26:1

26:1,3,4,4,5 40:13,16

40:17 41:1,10,11

43:14
prior 8:16
problem 18:3 40:3
proceedings 6:7
process 15:20,22 25:24
processes 16:3
proper 8:21 15:19
properties 26:8 31:19
property 9:24 12:16
 22:22,24 27:6,15 31:8
 36:7 37:8 38:7,19
 43:2
protect 40:24
provide 17:6 26:20
 27:11,17 35:21,21
 36:19 42:24 43:7
provided 35:18 43:7
providing 11:16
provision 14:4 20:22
 36:14,17 39:7
public 24:4
Puente 1:20 2:7 3:13,14
 3:15,18 5:23,24,25
 6:2,14,14,18 9:1,6,11
 9:18,25 10:4,10,16,21
 10:25 11:4,14,19,23
 12:4,10,13,17,20,23
 13:1,18,25 14:5,11,14
 14:17,18,22,24 15:3
 15:11,16,24 16:6,10
 16:21 17:5,10,15,19
 17:23 18:5,11,19 19:4
 23:5,15 28:15,19 29:7
 29:11,17,22 30:2,5,8
 30:12,16,24 31:1,6,12
 31:17,24 32:8,17,19
 33:5,9,16,21,23 34:3
 34:7,12,16,20 35:9,13
 43:14
Puente's 21:10
pull 21:19
purely 27:4 36:4 37:12
 42:20,23
purpose 40:7 43:5
pursuant 20:21
put 12:18 24:9 33:12
 40:6 42:7

Q

question 9:2 10:13
 21:18,22 22:8 23:23
 34:9 36:8 37:19,20
questioning 19:4
questions 5:25 6:2,4
 9:1 12:4 14:17,18,19
 14:21,22 20:14,15
 30:21 32:23 35:1
 37:17

quite 19:13

R

RAFI 1:15
reached 17:10 39:2
read 16:16 20:22 23:8
 28:14,18 29:15
reading 13:15 15:5
 20:24 29:14
reads 21:5
reality 38:25
realize 21:4
really 38:10 39:20
reason 4:18 35:3
reasons 20:2,10 25:25
 26:6 36:25
receive 17:16
received 6:19
record 3:12,19 4:7
 43:25
regarding 5:4,17 6:20
 7:16 14:4,8 18:14
 24:8,17 29:9 36:2
 38:12 43:10
regards 13:16
regulations 13:13 15:8
 29:6 36:12,16
rehabilitation 24:10
related 12:15
relationship 4:8 19:7
 19:13 20:7,11 23:24
 24:6,14 26:14 29:9
 36:23 38:10 41:16,22
relinquishing 38:2
remove 37:5
renovate 19:12,17 24:2
 27:15
renovating 24:19
renovation 24:6 26:15
report 4:23 5:24 6:15
 11:20 15:14 18:18
 23:6,8
reported 34:10
represent 27:19
representative 15:1
represented 40:19,20
Request 1:7
required 14:9 39:24
requirement 21:16
requirements 15:10
 16:8,9,19,25 39:15
requiring 13:23
reservations 22:3
residents 22:5
resources 22:2,7
respect 22:10 23:13,16
 39:25
Respondent 1:20

Respondent's 1:18,19
response 18:10
Responsibilities 28:15
resulted 4:23
retains 24:11
retirement 22:19
review 12:12 29:8
reviewed 15:16 24:22
revisit 37:9
right 3:8,10 13:1 19:2
 21:4 35:11 39:8
rights 24:17
Rock 20:24
role 29:19
room 2:14,21

S

S 1:15
S-T-E-P-H-E-N 3:22
sale 12:15 13:9 14:3
 26:18,21 27:8 29:3
 31:19 36:2,6 37:11
 42:18,22 43:11
sales 35:2 36:10
satisfied 11:15 16:8
Saturday 6:19 8:11
 11:8
saying 16:4 20:14
 24:14 25:6,11,20 26:1
 26:3 27:10 40:22
says 15:4 16:18,25
 24:22 31:8,10 42:19
screen 12:19,24 20:20
 23:22
scroll 20:23 21:20
search 16:12
second 12:24 15:15
 21:21
section 14:6 16:24
 28:14
sections 12:15
secured 21:17
security 6:25 30:4,7
 31:25
see 2:14 4:2 8:11 10:11
 12:14,24 14:11 15:11
 16:12 23:9 29:12,23
 30:5,9,17 32:9,13
 36:20 37:9,23 39:13
 39:18
seen 34:13
sell 7:14 8:14 13:16
 39:8
selling 7:1 8:23 17:25
 31:23 32:6
sells 31:3
sense 26:15
sent 11:7

sentence 15:15 16:16
separate 24:20
serve 25:10 28:25
served 39:16
service 5:14 7:14,20
 8:5,10,13,18,18 9:13
 12:9 13:7,10,22 15:18
 15:20 16:9,11 19:14
 19:18 20:12 22:16
 23:12,24 24:8,11,21
 26:9,14,18,22 27:8,12
 28:12 29:3,25 31:20
 33:3 35:23 36:3,6
 37:11,12 38:2,6,11
 39:1 40:5,10 42:9,18
 42:22,25 43:11,12
services 13:20 31:3
servicing 32:6
setup 6:23
seven 20:23
share 6:15 12:21
Short 1:16 9:2,4,5,16
 9:23 10:1,9,13,19,23
 11:3,12,17,21 12:1,4
 22:18 30:22,23 31:2,7
 31:15,18 32:3,11,18
 32:20 34:25
shortly 7:11 8:1
showed 7:19 10:17
side 32:14
sidewalk 32:5
sign 7:5
signed 35:22
significant 19:11,16
 22:1
similar 27:4
simple 25:13
simply 29:15,25 40:8
sir 2:15,19,20 3:5,10,15
 3:20 4:6,8,14 6:17,18
 8:24 9:25 10:16 12:10
 12:13,17,20,24 13:1
 13:25 14:22 15:3,12
 15:25 16:6,10,22 17:5
 17:15 18:5,20 20:14
 20:16 29:11,17,22
 30:2,8,12,16 31:1,6
 31:17 32:8,19 33:16
 34:3,12 35:13 37:19
 37:22 38:23
sit 34:22
site 7:18 8:1 9:22 11:15
sites 13:5 28:22
situation 38:1,14
sleeping 18:12
Smithsonian 22:23
 26:7 27:5
sold 8:16

somebody 26:25 35:4
somewhat 37:25
soon 27:25
sorry 27:21 37:14
sounded 18:6
Southeast 32:4
space 5:7 22:6 24:18
 25:5 41:21 42:1
speak 40:23 41:1,10
speaking 10:4
speaks 38:10
special 8:9,11 10:11
 13:3,8 16:1,12 19:7
 24:14 26:13 28:20,25
 33:13
specific 6:9,13
specifically 24:24
speed 5:23
spell 4:7
spelled 4:10
spelling 3:19
spent 19:11,16 24:1,18
 27:15
spirits 7:5
spoke 11:5 15:25 33:25
sponsored 4:21
Springs 5:7,10,18
 19:10 20:8
Square 19:8 20:5 23:25
 24:3,8 26:22 27:9
 32:12 35:17,20 36:3
 36:21,24 37:4 42:18
 43:12
staff 1:19 41:20
stage 6:25
start 3:12 6:13 31:23
 32:6
starts 20:25
state 4:7 7:2 8:2 36:11
stated 8:12 9:6,12
 35:16
states 15:17 36:10 40:2
States' 22:1
stay 14:24
Stephen 1:19 3:21
Stieger 7:12,19 9:11
stopping 32:10
Street 1:6 32:4
strictly 36:6
submit 12:7
subsequently 4:24
Sunday 8:22 11:10,10
 33:17,25
superintendent 13:6
 28:23
supervisor 7:24 11:5
 33:17,24 34:8
Suppose 35:2

supposed 37:6
sure 4:9 13:25 14:20
 19:13 33:23 40:17
sworn 6:8
system 2:23 7:25

T

table 3:2 7:1
take 6:9,10 43:4,9,23
taken 11:18
talk 17:7 24:5 30:4
talked 17:13
talking 9:19 22:25
taxpayers 24:2
telephone 10:17
tell 35:12 38:18
tenant 25:15 38:16,16
 39:3,7,11,14,17,21
 40:2 41:17,25
tent 21:5
testified 19:21
testify 6:3 14:20 26:5
testimony 12:7 31:18
thank 2:9,18 8:25 9:5
 12:1,3,6,25 14:13,16
 20:17 28:9 29:19
 30:18,19,23 32:20,22
 35:14 37:21 39:19
 42:4,4,6 43:12,14,15
 43:20,21
Thanks 43:23
thing 4:9 40:13
things 18:1 21:7
think 2:19 17:11 19:10
 21:11 22:14 27:14
 38:23 39:25 41:13
thinks 23:10
ticket 7:7
tickets 7:1,8 8:14,16
time 3:6 5:8 18:12 26:2
times 8:18 17:14
Timothy 8:8
title 28:14
today 12:8 22:25 37:24
 43:14,22
told 9:7 10:25 16:5 18:8
 22:10 23:9 33:14 34:2
 34:5,7,10 35:4,5
 36:24
touch 33:12
true 9:17
try 41:14
trying 3:6 5:1,15,20
 19:3,22 20:2,10,13
 24:15 38:23
turn 3:10
turned 33:7
type 14:9 19:5

types 39:23

U

unclear 5:5
understand 3:2 36:15
 41:7
understanding 5:15
 9:19 19:9 23:25 26:12
understood 22:15
unique 41:16
United 22:1 40:2
unlicensed 35:6
unpermitted 35:6
upkeep 41:21
use 13:3,8 28:21,25
 39:21 40:7
usually 32:8
utilization 24:18

V

vacate 23:20
Van 8:8 10:5 11:6,6
 15:25 16:5 17:8,14,21
 18:7,9 21:12 23:9,10
 33:4,13,14,20,23 34:1
 34:10
various 7:8 20:24
videoconference 1:11
volunteer 6:10,12
vote 37:5

W

W 1:12,14
waived 13:6 28:24
walking 32:9,12
want 19:1 22:24 40:14
 43:16
wanted 32:2 41:12,22
 41:25
Warner 8:3
warning 41:8
Washington 32:4
way 21:4
we'll 3:1
we're 2:16 4:18 5:14,20
 5:22,22 6:5 19:6,22
 20:2,5,10,12 23:19
 32:24 37:18 41:25
WebEx 1:11
Wednesday 1:9
weekend 6:21 10:11
went 6:22 8:21 11:4,9
 11:10 25:23 33:2,17
 38:25 43:25
west 21:6
willing 22:18
wine 22:14
withdraw 23:19

witnesses 2:8 25:19
word 43:17,18
work 13:7,12,19,22
 15:7 17:1,3 18:9,15
 18:17 20:21 21:3,8
 28:24 29:5 34:14,17
works 9:12
would've 9:20
wouldn't 34:20 38:1
write 27:1,1
writing 26:20,23 27:10
wrong 10:24 23:11
 27:22
wrote 11:19

X

Y

Yard 31:21 32:4
Yeah 16:21 17:23 18:19
 28:17 33:5,22 34:18
 38:21
year 22:13 41:20

Z

0

1

1 41:19
1,000 21:24
10 9:8 21:1
10.00 7:7
11:19 2:2
12:15:54 43:25
1332 1:6
150 22:3

2

2 15:14
20 24:1 27:15
2022 4:19 6:19
2022-835 1:8
2023 1:10
25 1:10

3

36 36:9,19

4

4 28:13
4:00 6:22
40.00 7:8

5

5 14:24
5.2A 36:9,19

C E R T I F I C A T E

This is to certify that the foregoing transcript

In the matter of: Franklin Park BID

Before: DC ABRA

Date: 01-25-23

Place: teleconference

was duly recorded and accurately transcribed under my direction; further, that said transcript is a true and accurate complete record of the proceedings.



Court Reporter

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS

1716 14TH ST., N.W., STE. 200

WASHINGTON, D.C. 20009-7831