

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

In the Matter of:

Mission Group 26 N St, LLC
t/a Royal Sands Social Club

Applicant for a New
Retailer's Class CT License

at premises
26 N Street, SE
Washington, D.C. 20003

Case No.: 22-PRO-00007

License No.: ABRA-119970

Order No.: 2022-147

Mission Group 26 N St, LLC, t/a Royal Sands Social Club, Applicant

Joe Dellamura, Designated Representative, on behalf of a Group of Five or More Individuals,
Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Aliya Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF THE GROUP OF FIVE OR MORE INDIVIDUALS' PROTEST**

The Application filed by Mission Group 26 N St, LLC, t/a Royal Sands Social Club (Applicant), for a New Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 28, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and a Group of Five or More Individuals entered into a Settlement Agreement (Agreement), dated March 31, 2022, that governs the operations of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Joe Dellamura, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals.

Accordingly, it is this 6th day of April 2022, **ORDERED** that:

1. The Application filed by Mission Group 26 N St, LLC, t/a Royal Sands Social Club, for a new Retailer's Class CT License, located at 26 N Street, SE, Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac430b56b9e4500a4b730303d1dccc76

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ac372f209e6ac8183304c294d4e

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256426caafbe24647f4b75a97917a212

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91845e1f8e4019155e5c12f910c

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 6217203f05094d4811509c2a4161f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7bf0040ec14a9eb52541ca5

Edward S. Grandis, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879- 1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

**Settlement Agreement by and between
Group of 5 (represented by Joe Dellamura) and
Mission Group 26 N ST, LLC t/a Royal Sands Social Club**

THIS AGREEMENT, made and entered into this 31st day of March 2022, by and between Mission Group 26 N ST, LLC (“Applicant”) and a Group of five (represented by Joe Dellamura) (“Protestants”).

RECITALS

WHEREAS, Applicant has applied for a Retailer’s Class CT License, (ABRA-119970), located at 26 N Street SE (“Premises”); and

WHEREAS, in recognition of the Alcoholic Beverage Control Board (“Board”)’s policy of encouraging parties to a liquor licensing proceeding to settle their differences by reaching Settlement Agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant’s concerns, and (2) the Protestants will withdraw its protest of the application provided that the Board approves this Agreement conditioned upon Applicant’s compliance with its terms; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

Applicant will post at all entrances, exits, and on its website, notice that patrons are expected to respect nearby residents and the neighborhood by: maintaining peace, order, and quiet in the neighborhood (i.e., no loud talking, yelling, or screaming upon entry or exit or while waiting in line to enter the establishment.

Applicant will continue to monitor patrons waiting in line to discourage loud or rowdy behavior. Recognizing that much of the line is formed on public property, Applicant will take reasonable measures to maintain order, including calling the Metropolitan Police Department (MPD), if necessary.

1) Applicant understands that the neighborhood has many residential buildings and will take all reasonable steps to prevent noise and other negative impacts on the quality of life of residents. Applicant will ensure music or any other amplified sound generated from inside the establishment is reduced after midnight so as to not disturb the peace, order and tranquility of the surrounding neighborhood. This includes reducing the volume of music, DJ or live entertainment to reasonable levels (60 Decibels) when detected outside of the establishment or in adjacent suites internal to the structure (1205 Half St SE) as per DC Department of Consumer and Regulatory Affairs (DCRA) regulations DCMR 20, Sec. 2700.1

- 2) Alcohol service on the sidewalk cafe will end at midnight Sunday-Thursday and 12:30am Friday-Saturday and no alcohol will be allowed outside past those hours.
- 3) Music on the sidewalk cafe will end at 11:30pm nightly. Any music played outside prior to 11:30pm will be of background music variety and not at an excessive level.
- 4) Any large openings to the outside such as garage doors, skylights, large windows or any other opening in the structure unless exclusively used for ingress and egress in the most minimally exposed manner reasonably possible (standard doorways and hatches) must be closed by midnight Sunday-Thursday and 12:30am Friday-Saturday as to not allow indoor noise to permeate to the surrounding residential neighborhood.

Page 1 of 2

**Mission Group 26 N ST, LLC t/a Royal Sands Social Club
Settlement Agreement**

- 5) Applicant will not charge a cover charge.
- 6) Applicant will continue to reach out to the city and to be in support of city efforts toward finding solutions for managing parking, traffic, and crowds hanging out in public space in the vicinity of the establishment.
- 7) Applicant will be in support of city efforts to designate a pick-up and drop-off spot for ride sharing services (such as Uber, Lyft, etc.) near the establishment.
- 8) Applicant will place security camcras in the exterior bathroom hallways and have personnel inspect bathrooms on a consistent basis to ensure guest safety.
- 9) Applicant will have ABC Manager(s) on duty at all times.
- 10) Applicant will provide bartenders with ABC Board approved alcohol awareness training, taking into consideration that due to bartender turnaround, there may be bartenders who come and go without taking the training.
- 11) Applicant will not permit the consumption of alcoholic beverages by intoxicated persons, or any person who appears to be intoxicated, by people under the legal drinking age in the District of Columbia or of a person of notoriously intemperate habits.

PROTESTANTS:

Group of 5 (Joe Dellamura, Allyson Flores, Andrew Ross, Mason McMaster, Anna Sokolovska)

DocuSigned by:
Joseph Dellamura 4/2/2022
F34C4A701E8B546C
Joe Dellamura, Designated Representative Date Signed

APPLICANT:

Mission Group 26 N ST, LLC t/a Royal Sands Social Club

By: Francis Brogan 3/31/2022
F34C4A701E8B546C
Francis Brogan, Managing Partner Date Signed

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

_____)	
In the Matter of:)	
)	
Robert Blair)	License Number: 81924
t/a The Bullpen)	Order Number: 2010-489
)	
Holder of a)	
Retailer's Class CT License)	
)	
at premises)	
26 N Street, S.E.)	
Washington, D.C. 20003)	
_____)	

Robert Blair, t/a The Bullpen, Licensee

Ron McBee, Chair, ANC 6D, Robert Michael Siegel, ANC Commissioner 6D07, Coralie Farlee, Chair, ABC Committee, ANC 6D, (ANC 6D)

BEFORE: Nick Alberti, Acting Chairperson
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON AMENDED VOLUNTARY AGREEMENT

On September 13, 2010, ANC 6D submitted a letter to advise the Alcoholic Beverage Control Board (Board) that ANC 6D voted to support an amendment to the Voluntary Agreement (Amended Voluntary Agreement), dated September 14, 2009, between ANC 6D and the Licensee (collectively the "Parties"). The Amended Voluntary Agreement requires that the Licensee prohibit persons who appear intoxicated from its premises. In addition, the establishment's security cameras must cover the establishment's entrance and alcohol serving areas and have the capability to retain recordings for at least thirty (30) days.

The Amended Voluntary Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee, ANC Commissioner Robert Siegel, Chairperson Ron McBee, and Coralie Farlee, Chair of the ABC Committee, on behalf of ANC 6D are signatories to the Agreement.

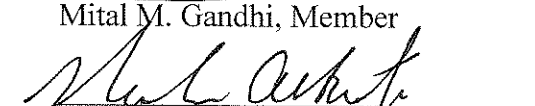
Accordingly, it is this 29th day of September 2010, hereby **ORDERED** that:

1. This above-referenced Amended Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and Advisory Neighborhood Commission 6D.

District of Columbia
Alcoholic Beverage Control Board



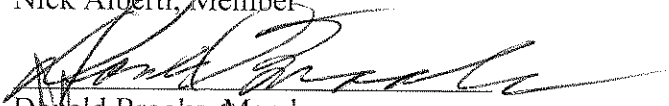
Charles Brodsky, Chairperson



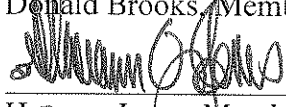
Mital M. Gandhi, Member



Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



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.

ABRA

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2010 SEP 15 A 10:29

Mr. Charles Brodsky, Chair
Alcoholic Beverage Regulatory Administration
1250 U Street, N.W., Third Floor
Washington, D. C. 20009

REC'D BY _____

September 13, 2010

Re: Amendment #2 to VA dated 9/14/09 for The Bullpen, N Street, SE, ABRA License No. 81924

The ANC6D, at its meeting of September 13, 2010, with a quorum present (a quorum being four members) voted 4 to 0 to amend the existing VA (and its amendment dated 3/15/10, Board Order 3/24/10) as follows and to make renewal of the license for The Bullpen conditional on the incorporation of this change as an amendment to the VA:

- in paragraph 10, "Security . . .
 - a. between sentence 1 and 2, i.e., after "drug activities occur," add the following sentence: "Applicant/licensee will ensure that no persons who appear to be intoxicated will be permitted to enter the establishment." and
 - b. at the end of the first full paragraph, add: "Applicant/licensee shall add a sufficient number of security cameras to cover the entry area as well as the area in which alcohol is served. These security cameras will have the capability of retaining recordings for at least 30 days."

The rationale for these additions is that in the ABRA investigator's report (10-251-00086), it appears that there was inadequate control of the entry process, and it was pointed out that the establishment has no security cameras (and none is required in our original VA).

If you have questions about these changes, please contact Dr. Coralie Farlee, Chair, ABC Committee, ANC6D at cfarlee@mindspring.com or Bert Randolph, Administrative Assistant at office@anc6d.org.

Sincerely,

for Ron McBee
Robert Michael Siegel
ANC Commissioner 6D07

Ron McBee
Ron McBee, Chair
ANC6D

Robert Blair
Robert Blair, President
Fairgrounds, LLC, t/a The
Bullpen

Coralie Farlee
Coralie Farlee, Chair
ABC Committee, ANC6D

Cc: Martha Jenkins, ABRA
Robert Blair

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

In the Matter of:)	
)	
Fairgrounds, LLC)	License Number: 081924
t/a The Bullpen)	ORDER NUMBER: 2010-049
)	
Amendment to Voluntary Agreement))	
)	
at premises)	
26 N Street, S.E.)	
Washington, D.C. 20003)	
)	

Fairgrounds, LLC, t/a The Bullpen, Applicant

Robert Siegel, ANC Commissioner 6D07; Ron McBee, Chair, ANC6D, Coralie Farlee, Chair, ABC Committee, ANC6D (ANC 6D)

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

ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT

On March 15, 2009, ANC 6D submitted a letter to advise the Alcoholic Beverage Control Board ("Board") that ANC 6D voted to support an Amended Voluntary Agreement, dated September 14, 2009, between ANC 6D and the Applicant ("Amendment"). The Amendment will allow the establishment to manage and operate a business that sells wine, beer, frozen drinks, and spirits during private special events. Furthermore, the establishment's hours of operation during baseball games and special events will end at 1:30 a.m. and the establishment will now be allowed to sell alcoholic beverages until 1 a.m. In addition, in the initial "Whereas" paragraph, the words "with Entertainment Endorsement" shall be included.

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Applicant, ANC Commissioner Robert Siegel, Chair Ron McBee, and Chair Coralie Farlee of ANC 6D are signatories to the Agreement.

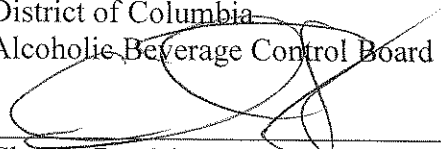
Fairgrounds, LLC
t/a The Bullpen
License No: 081924
Page 2

Accordingly, it is this 24th day of March 2010, ORDERED that:

1. The above-referenced Amendment submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

2. Copies of this Order shall be sent to the Licensee and ANC IC.

District of Columbia
Alcoholic Beverage Control Board



Charles Brodsky, Chairperson

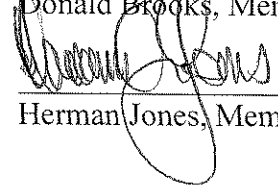
Mital M. Gandhi, Member



Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 1250 U Street, N.W., Suite 300, Washington, D.C. 20009.

ABRA

★ ★ ★ **Advisory Neighborhood
Commission 6D**

PO Box 71156 • Washington, DC 20024-9998
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2010 MAR 16 A 10:50

REC'D BY CUM

**Mr. Charles Brodsky, Chair
Alcoholic Beverage Regulatory Administration
1250 U Street, N.W., Third Floor
Washington, D. C. 20009**

March 15, 2010

Dear Mr. Brodsky:

This letter concerns proposed Voluntary Agreement for The Bullpen, dated February 25, 2010, and the existing VA with that Establishment dated September 14, 2009.

In accordance with ABC Board comments conveyed to us by AAG Thea Davis on March 15, 2010, we provide the following decision by ANC6D.

- 1- We withdraw the new VA dated 2/25/10;**
- 2- We amend the 9/14/09 VA as follows:**

a. In paragraph 2, amend the "Nature of the Business" to read: "The Applicant will manage and operate . . . for the purchase of wine, beer, and alcoholic frozen drinks as well as spirits during private special events . . ."


b. In paragraph 3, change the "hours of operation during baseball games and special events" to end at 1:30 a.m. (instead of 12:30 a.m.); and change the "hours for selling and serving alcohol" from 12 midnight to 1:00 a.m.


c. In the initial "Whereas" paragraph, we want to include the words "with Entertainment endorsement" since that is included in the CT license issued by ABRA.

If you have questions about these changes, please contact Dr. Coralie Farlee, Chair, ABC Committee, ANC6D at cfarlee@mindspring.com or 554-4407.

Sincerely,


**Robert Siegel
ANC Commissioner 6D07**


**Ron McBee, Chair
ANC6D**


**Coralie Farlee, Chair
ABC Committee, ANC6D**

cc: Mr. Robert Blair

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

In the Matter of:)
)
Fairgrounds, LLC,)
t/a The Bullpen)
)
Application for Retailer's)
Class CT License) License No. 81924
) Order No. 2009-240
at premises)
1299 Half Street, S.E.)
Washington, D.C. 20003)
)

Fairgrounds, LLC, t/a The Bullpen

Andy Litsky, Chair, Advisory Neighborhood Commission (ANC) 6D

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

ORDER ON AMENDED VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that Fairgrounds, LLC, t/a The Bullpen (Applicant), Applicant for a Retailer's Class CT License located at 1299 Half Street, S.E., Washington D.C., and Andy Litsky, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 6D, (collectively, the Parties) entered into a Voluntary Agreement (Agreement) dated April 16, 2009 setting forth the terms and conditions that govern the operation of the Applicant's establishment. However, the Parties have subsequently agreed to different terms to extend the operation of the Bullpen until November 1st, by way of an Amended Voluntary Agreement (Amended Agreement) dated September 14, 2009.

The Amended Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Litsky are signatories to the Amended Agreement.

Fairgrounds, LLC
t/a The Bullpen
License No. 81924
Page Two

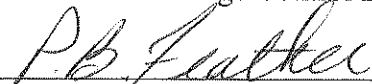
Accordingly, it is this 30th day of September 2009, **ORDERED** that:

1. The above-referenced Amended Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;


2. The Amended Agreement, dated September 14, 2009, shall **REPLACE** the previously submitted Agreement dated April 16, 2009; and

3. Copies of this Order shall be sent to the Applicant and to ANC 6D.

District of Columbia
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson

Mital M. Gandhi, Member


Nick Alberti, Member

Charles Brodsky, Member


Donald Brooks, Member


Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

ABRA



PO Box 71156 • Washington, DC 20024-9998
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

AMENDED VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 14th day of September 2009 by and between Fairgrounds LLC t/a “The Bullpen” (“Applicant”), and Advisory Neighborhood Commission 6D (“Protestant”), (collectively, the “Parties”), pursuant to DC Official Code 25-601(1) and 601(4), respectively.

WITNESSETH

WHEREAS, Applicant has applied for a License Class CT for a business establishment (“Establishment”) located at N Street, between Half and Van Streets, S.E., Washington, D.C. (“Premises”);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant will manage and operate a Festival Park which will include an enclosed beverage tent for the purchase of wine, beer and alcoholic frozen drinks; a band stage for live performances; and an area that will offer food service and soft drinks and other non-alcoholic beverages. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

3. ***Hours of Operation and Sales.*** The Applicant's hours of operation during baseball games and special events shall be as follows. Operations will cease on November 1.

Sunday 8:00 a.m. – 12:30 a.m.,
Monday through Thursday 8:00 a.m.– 12:30 a.m.,
Friday and Saturday 8:00 a.m. – 12:30 a.m.

The Applicant's hours for **selling and serving alcohol** shall be as follows:

Sunday 11:00 a.m. – 12:00 midnight,
Monday through Thursday 11:00 a.m.– 12:00 midnight,
Friday and Saturday 11:00 a.m. – 12:00 midnight

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment in a closed area on the ground level, in a 14,400 square foot tent. Maximum occupancy for number of seats and standing patrons will be determined by the DC Office of Regulatory Affairs in its decision regarding the certificate of occupancy.

5. ***Parking Arrangements.*** It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. Applicant is a tenant of Akridge which also owns and operates an adjacent parking area which will provide parking for its patrons. To the extent this arrangement terminates for any reason, Applicant shall, within 30 days from termination, enter into a like agreement to provide adequate off-street private parking for its patrons. The Applicant will ensure that no vehicles are parked such that vehicles are on the abutting property.

6. ***Sidewalk Café.*** Applicant will operate sidewalk café under a tent as described above. Applicant agrees that it shall not seek to expand the capacity of the authorized numbers of patrons in this establishment without amendment of this Agreement. Applicant will direct that its employees inspect the area outside the establishment at least once each hour to ensure its cleanliness. No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the enclosed area regardless of content.

In case of potential closings of Half Street, Van Street or N Street, S.E. for events, the applicant seeking the closure of such street will collect signatures only from authorized representatives of the adjoining establishments. The street closure applicant will present the signature list and application to the ANC a minimum of three (3) business days prior to submission to the Emergency Management Agency (EMA). The applicant shall use public space only in strict conformance with the permit received. The applicant agrees to cause a copy of its street-closing permit to be received by the ANC6D office at least 7 days before the permit's effective date.

The applicant agrees to not oppose petitions by The Nationals to close streets in the vicinity of the ballpark.

7. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential or business properties. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment.
8. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and 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 after every event. The Applicant agrees to obtain a dumpster to be placed in the rear of the building/area. 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.
9. **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.
10. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Protestants are concerned that the nature of the business proposed 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; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along. Applicant will identify a cool-down area to be used as necessary. Applicant will use card reading equipment designed to ferret out false, forged, and fraudulent identification.

Applicant will cooperate with MPD in the investigation of criminal offenses within and immediately around the business. The applicant shall secure all crime scenes to the best of its ability and shall not contaminate, destroy, alter or clean any crime scene until authorized to do so by the lead MPD official on the scene of the offense. Applicant shall review security measures with the Commander of the First District, or his designee within 14 days of opening and shall take steps necessary to protect public safety as recommended. If necessary and after discussion with the Commander of the First District or his designee, applicant shall take necessary steps to employ MPD officers under the department's reimbursable guidelines--the sufficient number of such MPD officers necessary to promote public safety will be at the recommendation of the Commander but shall be no less than 2 officers during operational hours.

11. ***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 licensees, 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. Applicant's on-site managers will, when on site, always bear obvious identification, such as a badge or shirt, identifying them as the manager. Applicant shall provide to the Commander of the First District the name of performing bands and promoters within 30 days of booking or ASAP, but no less than 14 days prior to the event. If notice is given with less than the 14 day lead time, applicant agrees to participate in the reimbursable detail program if deemed necessary by the 1D Commander.
12. ***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 ANC6D public meetings, which currently occur on the second Monday of each month at 7:00 p.m. at 101 M Street, S.W., Washington, D.C. 20024 (except that there is no meeting in August, and the October meeting is on the third Monday). 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. Applicant will offer space in the establishment, on a complimentary basis, for community events when there is no game or other special event scheduled. As employment opportunities arise, the applicant will make job announcements in the ANC 6D neighborhood and buy ads in the Southwester soliciting job applicants. Applicant will institute and provide a tie-breaking preference for those jobs for residents of ANC6D. Applicant will endeavor to provide support to improve the quality of life for residents of the neighborhood, including support to civic and cultural organizations in the ANC6D area of the SE/SW community.
13. ***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 Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Fairgrounds LLC
3227 45th Street, N.W.
Washington, DC 20016
Attn: Robert Blair, President
(202) 255-5855 (mobile)
Fax (202) 333-8368


If to Protestants: Advisory Neighborhood Commission 6D
P. O. Box 71156
Washington, DC 20024-9998
Attn: Chair, ANC
(202) 202 554-1795
Fax (202) 202 554-1774

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

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

PROTESTANT:

Chair, ABC Committee, ANC6D


Coralie Farlee

14 Sep 2009
Date

VA: ANC6D and Fairgrounds, LLC, t/a The Bullpen, September 14, 2009, p.6.

ANC6D07

By: Robert Siegel, Commissioner

Robert Michael Siegel 09/15/2009
Signature Date

ANC6D

Andy Litsky 9/17/09
By: Andy Litsky, Chair Date

APPLICANT:

Fairgrounds, LLC, t/a The Bullpen

Robert Blair 9/17/09
By: Robert Blair, President Date