

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

<b>In the Matter of:</b>	)	
	)	
Shabby, LLC	)	
t/a Due South/Due South Dockside	)	
	)	
Holder of a	)	License No.: ABRA-097053
Retailer's Class CR License	)	Order No.: 2018-061
	)	
at premises	)	
301 Water Street, SE, Suite 101	)	
Washington, D.C. 20003	)	

Shabby, LLC, t/a Due South/Due South Dockside (Applicant)

Meredith Fascett and Dr. Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Donald Isaac, Sr., Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON SECOND AMENDMENT TO COOPERATIVE AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Shabby, LLC, t/a Due South/Due South Dockside (Licensee), and ANC 6D have entered into a Cooperative Agreement (Agreement), dated December 8, 2014, and an Amendment to Cooperative Agreement (Amendment), dated June 13, 2016, that governs the operation of the Licensee's establishment.


This matter comes now before the Board to consider the Parties' Second Amendment to Cooperative Agreement (Second Amendment), dated February 12, 2018, in accordance with D.C. Official Code § 25-446 (2001).

The Second Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Meredith Fascett and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Second Amendment.

Accordingly, it is this 14th day of February, 2018, **ORDERED** that:

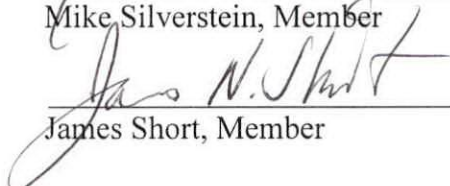
1. The above-referenced Second Amendment to Cooperative Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Cooperative Agreement and Amendment to Cooperative Agreement not amended by the Second Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6D.

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson


  
\_\_\_\_\_  
Nick Alberti, Member

  
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Mike Silverstein, Member

  
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James Short, Member

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Donald Isaac, Sr., Member

  
\_\_\_\_\_  
Bobby Cato, Member

  
\_\_\_\_\_  
Rema Wahabzadah, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 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).

### AMENDMENT #2 TO COOPERATIVE AGREEMENT

THIS AMENDMENT TO SETTLEMENT AGREEMENT is made on this 12<sup>th</sup> day of February, 2018, by and between Shabby, LLC, t/a Due South, License Class CR # 097053 (licensee) and Advisory Neighborhood Commission 6D (ANC6D) the ANC ("The ANC"), collectively, the Parties. This amendment supplements (1) the Cooperative Agreement dated December 8, 2014, between Due South, and ANC6D finalized by ABC Board Order 2015-079, dated March 4, 2015; (2) amended ABC Board Order #2015-088 dated March 11, 2015; and (3) Amendment 1 to Cooperative Agreement dated June 13, 2016 finalized by ABC Board Order 2016-404 dated June 22, 2016.

#### RECITALS

WHEREAS, Licensee and ANC6D entered into new Cooperative Agreement dated December 8, 2014, and Amendment 1 to that Cooperative Agreement dated June 13, 2016 for an establishment located at 301 Water Street, SE, Washington, D.C. 20003, and

WHEREAS, Amendment 1 of the Cooperative Agreement dated June 13, 2016, provided for the operation of and the selling, serving, and consuming of alcohol in the second Summer Garden, with a total occupancy of 31 patrons; and

WHEREAS, the Certificate of Occupancy dated 11/2/17 as issued by the Department of Consumer and Regulatory Affairs provides for an occupancy load of 55 patrons; and

WHEREAS, the Parties request that the Alcoholic Beverage Control Board approve this Amendment #2 to Cooperative Agreement conditioned upon the Licensee's compliance with the terms of this written Amendment and the previously executed Cooperative Agreement and amendment #1 to that Cooperative Agreement and referenced Board Orders and ABRA License; and

NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually understood and agreed by and between the undersigned Parties to amend the previously executed Agreement as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. Amendment #1 of the Cooperative Agreement is modified to indicate that the capacity of patrons in Summer Garden #2 is 55; and
3. The Cooperative Agreement, Amendment #1 and this Amendment #2 are updated to recognize the Licensee's additional trade name of "Due South Docksides"; and
4. **Compliance with ABRA Regulations.** Licensee promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations and all other provisions applicable to liquor licenses.

5. **Agreement Otherwise Unamended.** Except as otherwise provided herein, the terms and conditions of the previously executed Cooperative Agreement, Amendment #1 to the Cooperative Agreement, Board Order, and License are expressly reaffirmed and remain in full force and effect.

FOR ANC6D

FOR LICENSEE

Advisory Neighborhood Commission 6D:

Shabby, LLC t/a Due South Dockside

*Meredith Fascett*      2/12/18  
DATE

*Robert Blair*      2/9/18  
DATE

*Coralie Farlee*      12 Feb 18  
DATE

Robert Blair,  
Managing Member

Coralie Farlee, Chair, ABC Committee

For

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

**In the Matter of:** )  
 )  
Shabby, LLC )  
t/a Due South )  
 )  
Holder of a )  
Retailer's Class CR License )  
 )  
at premises )  
301 Water Street, S.E. )  
Washington, D.C. 20003 )  
\_\_\_\_\_ )

License No. ABRA-097053  
Order No. 2016-404

Shabby, LLC, t/a Due South (Licensee)

Andy Litsky and Dr. Coralie Farlee, Commissioners, Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
Ruthanne Miller, Member  
James Short, Member

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**ORDER ON AMENDMENT TO COOPERATIVE AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Shabby, LLC, t/a Due South (Licensee), and ANC 6D entered into Settlement Agreement (Agreement), dated December 8, 2014, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Cooperative Agreement (Amendment), dated June 13, 2016, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Andy Litsky and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Amendment.

Accordingly, it is this 22nd day of June, 2016, **ORDERED** that:

1. The above-referenced Amendment to Cooperative Agreement, dated June 13, 2016, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6D.

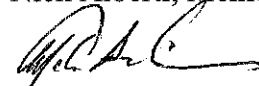
District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



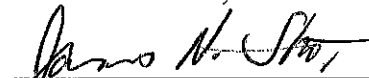
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 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).



ALCOHOLIC BEVERAGE  
REGULATION ADMIN

2016 JUN 14 P 12:15

AMENDMENT #1 TO COOPERATIVE AGREEMENT

ABRA

THIS AMENDMENT TO SETTLEMENT AGREEMENT is made on this 13<sup>th</sup> day of June, 2016, by and between Shabby, LLC, v/a Due South, License Class CR # 097053 (licensee) and Advisory Neighborhood Commission 6D (ANC6D) the ANC ("The ANC"), collectively, the Parties. This amendment supplements the Cooperative Agreement dated December 8, 2014, between Due South and ANC6D and finalized by amended ABC Board Order #2015-088 dated March 11, 2015.

RECITALS

WHEREAS, Licensee and ANC6D entered into new Cooperative Agreement dated December 8, 2014, for an establishment located at 301 Water Street, SE, Washington, D.C. 20003, and

WHEREAS, original Cooperative Agreement dated December 8, 2014, provided for the operation of and the selling, serving, and consuming of alcohol in a Summer Garden, with a total occupancy of 92 patrons, as follows:

Sunday through Saturday, 10:00 a.m. to 2:00 a.m., and

WHEREAS, the Licensee is now requesting a second Summer Garden, with capacity of 31 patrons, for the hours of: Sunday through Saturday 11:00 a.m. to 2:00 a.m.

WHEREAS, the Parties request that the Alcoholic Beverage Control Board approve this Amendment to Cooperative Agreement conditioned upon the Licensee's compliance with the terms of this written Amendment and the previously executed Cooperative Agreement and Board Order and ABRA License; and

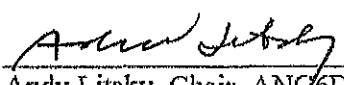
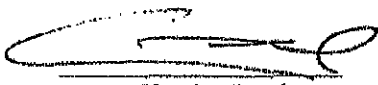
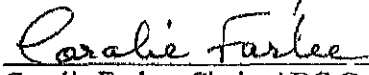
NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually understood and agreed by and between the undersigned Parties to amend the previously executed Agreement as follows:

1. *Recitals Incorporated.* The recitals set forth above are incorporated herein by reference.
2. Paragraph 3 is amended to add the following:

Hours of operation and sales, service, and consumption of alcohol in the second summer garden shall be: Sunday through Saturday, 11:00 a.m. to 2:00 a.m.

3. Paragraph 5 is amended to add the following: The second Summer Garden shall have no live music or entertainment, but may have recorded music provided it is not audible in any residence. No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave this area regardless of content.

4. **Compliance with ABRA Regulations.** Licensee promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations and all other provisions applicable to liquor licenses.
  
5. **Agreement Otherwise Unamended.** Except as otherwise provided herein, the terms and conditions of the previously executed Cooperative Agreement, Board Order, and License are expressly reaffirmed and remain in full force and effect.

FOR ANC6D	FOR LICENSEE
Advisory Neighborhood Commission 6D:	Shabby, LLC t/a Due South
 Andy Litsky, Chair, ANC6D	 Charles Banks Managing Member
6/13/16 DATE	6/14/16 DATE
 Coralie Farlee, Chair, ABC Committee	
6/13/16 DATE	



*Near Southeast/Southwest*

Advisory Neighborhood Commission

ALCOHOLIC BEVERAGE  
REGULATION ADMIN

JUN 14 P 12:15

ABRA

June 13, 2016

1101 Fourth Street, SW  
Suite W 130  
Washington, DC 20024  
202.554.1795  
Email: office@anc6d.org  
Website: www.anc6d.org

Donovan Anderson, Chair  
Alcohol Beverage Control Board  
2000 14<sup>th</sup> Street, NW, Suite 400S  
Washington, DC 20009

**OFFICERS**

Chairperson  
*Andy Litsky*

Vice Chairperson  
*Rachel Reilly Carroll*

Secretary  
*Stacy Cloyd*

Treasurer  
*Meredith Fascett*

Re: ANC6D recommendation for Amendment #1 to Cooperative Agreement 12/8/14, Board Order #2015-079 3/4/15, and amended Board Order #2015-088 3/11/15 for Shabby, LLC t/a Due South, 301 Water Street, SE, License Class CR ABRA-097053

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on June 13, 2016, with a quorum present, the Advisory Neighborhood Commission 6D voted 7 to 0 to 0 to recommend Amendment 1 to the Cooperative Agreement for Due South, ABRA #097053 for a second summer garden.

**COMMISSIONERS**

- SMD 1 *Marjorie Lightman*
- SMD 2 *Stacy Cloyd*
- SMD 3 *Rachel Reilly Carroll*
- SMD 4 *Andy Litsky*
- SMD 5 *Roger Moffatt*
- SMD 6 *Rhonda Hamilton*
- SMD 7 *Meredith Fascett*

The Licensee has been operating in the SE area of ANC6D for about a year and now plans to add a second summer garden (gazebo) to the earlier license and Establishment. This Establishment has been a good addition to the SE/Navy Yard area. The ANC6D supports this amendment.

Please contact Commissioner Litsky (at the number above) or Coralie Farlee, Chair, ABC Committee, ANC6D at 202-554-4407, [cfarlee@mindspring.com](mailto:cfarlee@mindspring.com) if you have any questions or concerns.

Sincerely,

Andy Litsky, Chair  
ANC6D

Coralie Farlee, Chair  
ABC Committee, ANC6D

Cc: Martha Jenkins

Attachment: Amendment #1 to CA

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

<b>In the Matter of:</b>	)	
	)	
Shabby, LLC	)	
t/a Due South	)	
	)	
Applicant for a New	)	License No. ABRA-097053
Retailer's Class CT License	)	Order No. 2015-079
	)	
at premises	)	
301 Water Street, S.E.	)	
Washington, D.C. 20003	)	

Shabby, LLC, t/a Due South (Applicant)

Roger Moffatt, Chairperson, Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member  
Hector Rodriguez, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Shabby, LLC, t/a Due South, Applicant for a new Retailer's Class CT License, located at 301 Water Street, S.E., Washington, D.C. and ANC 6D have entered into a Settlement Agreement (Agreement), dated December 8, 2014, that governs the operation 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 Chairperson Roger Moffatt and Commissioner Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

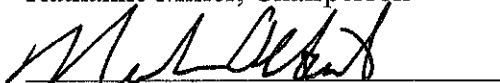
Accordingly, it is this 4<sup>th</sup> day of March, 2015, **ORDERED** that:

1. 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
2. Copies of this Order shall be sent to the Applicant and ANC 6D.

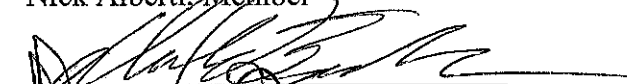
District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



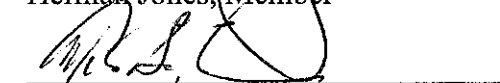
Nick Alberti, Member



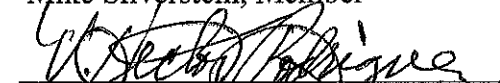
Donald Brooks, Member



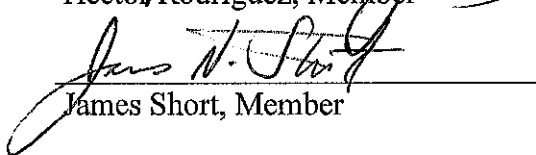
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 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).



1101 4<sup>th</sup> Street SW, Suite W130, Washington, DC 20024-  
 ANC Office: 202 554-1795 ■ FAX: 202 554-1774  
[office@anc6d.org](mailto:office@anc6d.org)

**COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT (“Agreement”) is made on this 8th day of December 2014 by and between Shabby, LLC, t/a Due South (“Applicant”), at 301 Water Street, SE, License # 097053 and Advisory Neighborhood Commission 6D (“Protestant”), (collectively, the “Parties”).

**PREAMBLE**

Through this agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

**WITNESETH**

WHEREAS, Applicant has applied for a License Class CT and has agreed to amend his application and seek a retailer’s class CR license for a business establishment (“Establishment”) serving spirits, wine, and beer, with indoor space, summer garden and entertainment endorsement located at 301 Water Street, SE, Washington, D.C. 20003 (“Premises”); and

WHEREAS, Protestant is Advisory Neighborhood Commission ANC6D, which filed a timely protest (the “Protest”) against the issuance of the Applicant’s license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;- and

WHEREAS, the Applicant agrees to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, the Parties are desirous of entering into a Cooperative 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, within the ANC, on (1) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) The effect of the establishment upon residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of

the Establishment. The Parties agree that any change in operations is considered to be of great concern which they may bring to the ABC Board's attention. The Parties acknowledge that any change in operations requires prior approval by the ABC Board; and

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

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 Tavern Establishment serving spirits, wine, and beer, and southern food. The Establishment will have a summer garden.
3. **Hours of Operation and Sales.** The Applicant's hours of **operation** of the indoor space shall be as follows:  
Sunday through Saturday 10 a.m. – 2:30 a.m.

The Applicant's hours for selling, serving, and consuming alcohol **in the indoor space** shall be as follows:

Sunday through Saturday 10 a.m. – 2 a.m.

Notwithstanding the foregoing, on the date of any postseason game played by the Washington Nationals or DC United, Applicant may operate and sell, serve, and permit consumption of alcohol in the **indoor** space during all legal hours, subject to approval by the ABC Board as may be required by law.

The Applicant's hours for operation of and selling, serving, and consumption of alcohol in the **summer garden** shall be as follows:

Sunday through Saturday, 10 a.m. – 2 a.m.

The Applicant's hours of Entertainment in the **indoor space** shall be as follows:

Monday through Friday, 6 p.m. to 2 a.m.

Saturday and Sunday, 10 a.m. to 2 a.m.

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the first floor of the building and in a summer garden area. The Establishment's occupancy will be governed by its certificate of occupancy, but in no case shall the occupancy of the Summer Garden exceed 92 patrons.



5. **Summer Garden.** Applicant plans to provide a Summer Garden with seating for 92 patrons. There shall be no live music or entertainment in the Summer Garden. There may be recorded music in the Summer Garden provided it is not audible in any residence. No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the area regardless of content.
6. **Parking Arrangements.** It is a concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. The Applicant shall notify patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation.
7. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end shall use various means including making architectural improvements to the property and take all necessary actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in any residential premises.

Applicant shall inform its patrons by the posting of a sign near the exit that upon exiting the Establishment and walking through the neighborhood the provisions of the "Noise at Night" law prohibit persons from making "unreasonably loud noise between the hours of 10 p.m. and 7 a.m. that are likely to annoy or disturb one or more persons in their residences."

Licensee shall receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 7:00 p.m. Mondays to Saturdays. No deliveries excepting fresh bread products shall be accepted on Sundays.

8. **Public Space and Trash.** The Applicant shall participate in the building's trash removal and storage program. Trash and dumpster areas maintained by the Applicant shall be kept clean. The Applicant shall enclose its dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. 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. Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans. Applicant will contract for regular rodent and pest (insect) abatement. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall take all necessary steps to minimize problems of illegal drugs and public drinking, including, at all times a trained employee on site, 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. Applicant shall 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 area known to be a crime scene until authorized to do so by the lead MPD official on the scene of the offense.

Applicant shall have sufficient number of recording cameras of good photographic quality which maintain information for at least 30 days. These recording cameras shall cover indoor, and summer garden areas, including all entrance, exits, and other crowded spaces. This information shall be made available to representatives of ABRA and/or the MPD as requested.

The Protestant (ANC6D) requests that the ABC Board require the Applicant to develop a written Security Plan to be filed with the ABC Board and a copy provided to the ANC/ABC Committee. This plan shall include the elements required in DC Law Title 25-211(d)(2) .

10. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.
11. ***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 filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446 (e).

If to Applicant: Shabby, I.J.C t/a Due South  
3227 35<sup>th</sup> Street, NW  
Washington, DC 20016  
Attn: Robert Blair, Managing Member  
Phone: (202) 255-5855 (cell)  
Fax (202) 333-8368  
e-mail: [boblairdc@gmail.com](mailto:boblairdc@gmail.com)

If to Protestants: Advisory Neighborhood Commission 6D  
1101 4<sup>th</sup> Street, SW, Suite W130  
Washington, DC 20024  
Attn: Chair, ANC  
(202) 202 554-1795  
Fax (202) 202 554-1774

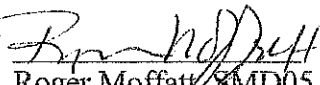
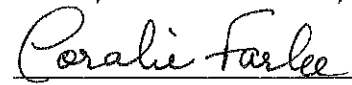

e-mail: office@ANC6D.org

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.

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

**PROTESTANT:**

**APPLICANT:**

<p><b>Chair, ANC6D</b></p> <p> <u>12/08/2014</u>  Roger Moffatt, SMD05 Date</p> <p><b>Chair, ABC Committee, ANC6D</b></p> <p> <u>8 Dec 14</u>  Coralie Farlee Date  cfarlee@mindspring.com</p>	<p>Shabby, LLC t/a Due South</p> <p> <u>12/10/14</u>  By: Robert Blair, Managing Member Date</p>
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***Near Southeast/Southwest***  
Advisory Neighborhood Commission 6D

December 8, 2014

1101 Fourth Street, SW  
Suite W130  
Washington, DC 20024  
202.554.1795  
Email: [office@anc6d.org](mailto:office@anc6d.org)  
Website: [www.anc6d.org](http://www.anc6d.org)

Ruthanne Miller, Chair  
Alcohol Beverage Control Board  
2000 14<sup>th</sup> Street, NW, Suite 400S  
Washington, DC 20009

**OFFICERS**

**Chairman**  
Roger Moffatt

**Vice Chairman**  
Andy Litisky

**Secretary**  
Stacy Cloyd

**Treasurer**  
Rachel Reilly Carroll

**COMMISSIONERS**

SMD 1 - *Sara Marrero*  
SMD 2 - *Stacy Cloyd*  
SMD 3 - *Rachel Reilly Carroll*  
SMD 4 - *Andy Litisky*  
SMD 5 - *Roger Moffatt*  
SMD 6 - *Rhonda Hamilton*  
SMD 7 - *Vacant*

**RE: ANC6D Cooperative Agreement for new application/license: Due South, 301 Water Street, SE, CR License #096888.**

Dear Ms. Miller:

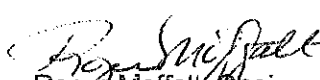
At its regularly scheduled, properly noticed meeting on December 8, 2014, with a quorum present, the Advisory Commission 6D voted 3 to 0 to 1 to recommend approval of a Cooperative Agreement for applicant, Due South, new License # 097053.

Please note that the applicant applied for a license Class CT and has agreed to amend his application and seek a retailer's Class CR license. This is consistent with other establishments at that address; in addition, the establishment is being discussed and advertised as a "restaurant."

This is a new application. ANC6D has previous experience with this applicant at the Bullpen I and Bullpen II establishments. We have, therefore, tightened some of the hours and request some additional requirements, notably that we request the ABC Board require the applicant to develop a security plan to include the elements required in DC Law Title 25-211(d)(2). Also, specific occupancy numbers are included only for the Summer Garden; we are concerned that some patrons of nearby establishments have become accustomed to "standing around" in the outdoor space; this new establishment is just across the street from a large residential apartment building. A signed Cooperative Agreement is attached.

Please contact Commissioner Moffatt or Dr. Coralie Farlee, Chair, ABC Committee, ANC6D at 202-554-4407, [cfarlee@mindspring.com](mailto:cfarlee@mindspring.com) if you have any questions or concerns.

Sincerely,

  
Roger Moffatt, Chair  
ANC6D

  
Coralie Farlee, Chair  
ABC Committee, ANC6D

Cc: Martha Jenkins  
✓ Sarah Fashbaugh  
Attachment: CA