

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

In the Matter of:

Atlas Performing Arts Center
t/a Atlas Performing Arts Center

Holder of a
Retailer's Class CX Multipurpose Facility License

at premises
1333 H Street, NE
Washington, D.C. 20002

License No.: ABRA-085207
Order No.: 2022-317

Atlas Performing Arts Center, t/a Atlas Performing Arts Center, Licensee

Virgil Ian Stanford, on behalf of the Advisory Neighborhood Commission (ANC) 6A

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Atlas Performing Arts Center, t/a Atlas Performing Arts Center (Licensee), and ANC 6A have entered into a Settlement Agreement (Agreement), dated June 21, 2022, that governs the operations of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Virgil Ian Stanford, on behalf of ANC 6A, are signatories to the Agreement.

Accordingly, it is this 13th day of July 2022, **ORDERED** that:

1. The above-referenced Settlement Agreement 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 6A.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: a437a2b9208ff0e46732036181088

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: b41a0738026a5c18110028294841

James Short, Member

eSigned via SeamlessDocx.com
Bobby Cato
Key: 259d3f6adbe145d7f4b75bd7917d205

Bobby Cato, Member

eSigned via SeamlessDocx.com
Rafi Aliya Crockett, Member
Key: b500e91845e10e4014155e5c12f01cc

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 6217293f18594474916509e2448185

Jeni Hansen, Member

eSigned via SeamlessDocx.com
Edward Grandis, Member
Key: 50276da7ff680640ec14adeb52541ce5

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).



Made this ___ 21st ___ day of June, 2022 ___

by and between

Atlas Performing Arts Center (ABRA-085207)
1333 H Street, NE
Washington DC 20002

and

Advisory Neighborhood Commission 6A

Preamble

Through this Agreement, both parties aim to create an environment whereby Applicant may operate as a viable contributing business in the ANC 6A community, while concurrently curtailing any adverse effects a business such as Applicant's could have on the surrounding neighborhood.

Applicant is encouraged to work regularly with ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this Agreement are reasonable and must become wholly integrated into the day-to-day operation of the establishment.

Witnesseth

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Class C Multipurpose Liquor License at the subject premises; and,

Whereas the parties wish to state their mutual intention and commitment to promote the success, peace, order, quiet, and equity of the community. Both parties recognize the importance of commercial districts (and limited commercial operations within residential districts) and their adjacent neighborhoods that are safe, clean, and "pedestrian friendly."

The Parties Agree As Follows:

1. Business Operations and Practices.

- a. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person or to any person who appears to be intoxicated.
- b. Applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- c. Applicant agrees to ensure that no patron shall bring an open container of an alcoholic beverage into the establishment from outside sources, and shall exit the establishment with an open container of an

Settlement Agreement between [Name of Business] and ANC6A

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- alcoholic beverage.
- d. Applicant will not provide or sell alcoholic beverages “to go” except as authorized by DC law.
 - e. Applicant agrees not to promote or participate in bar or pub “crawls” or any other event of this nature unless the event has been reviewed and approved by the ABC Board.
 - f. The licensed establishment will be managed in person by Applicant or a board-licensed manager.
 - g. Applicant, and all employees that are designated to serve alcoholic beverages, shall attend and complete an alcoholic beverage server training course/seminar.
 - h. Applicant shall post a notice kept in good repair and visible from point of entry a sign that states:
 - i. Proper ID is required to be served and that the establishment will check IDs at all times prior to serving alcoholic beverages to patrons;
 - ii. It is illegal to sell alcohol to anyone under age 21;
 - iii. Patrons are requested not to litter, loiter, or make excessive noise in the neighborhood as they arrive or depart;
 - iv. Warning: Drinking alcoholic beverages during pregnancy can cause birth defects; and
 - v. The establishment requests that customers do not contribute to panhandlers.
 - i. Applicant shall make every effort to prohibit and prevent criminal activity on or in front of the establishment premises, to include:
 - i. Calling appropriate emergency services if illegal activity is observed;
 - ii. Keeping a written record of dates and times (a “call log”) when emergency services are called for assistance; and
 - iii. Applicant will maintain a detailed incident log. An incident is defined as any activity by patrons of the establishment inside or immediately outside the establishment that could lead to an ABRA investigation. Each incident will contain the date, time, and location of each incident with a concise summary. Guests and staff involved or witnesses of the incident will be identified and listed. If there is a medical or police response, that information will also be noted.
 - j. Upon request of the Board, Applicant’s call log and incident log shall be provided to the Board.
2. **Cooperation with ANC 6A.** Applicant is encouraged to work with ANC 6A, the Single Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, the Chair of the ABL Committee, and other Commissioners whose SMDs are adjacent to the location of the establishment to address concerns arising from violations of this agreement.
3. **Modifications.** This Agreement may be modified and such modification implemented by Applicant only by mutual agreement of the parties in writing and the subsequent approval of the modification by the ABC Board pursuant to DC Official Code § 25-446 or as required by District law.
4. **Miscellaneous.**
- a. Applicant shall retain a copy of this Settlement Agreement in the establishment and have it available for review upon request.
 - b. Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 6A does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.
 - c. Applicant is encouraged to participate in a Business Improvement District if one exists.
 - d. If any provision of this agreement, or any portion thereof, is held to be invalid or unenforceable, the remainder of the agreement shall nevertheless remain in full force and effect.
5. **Enforcement.**
- a. If any party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant. The applicant shall have

ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default. In cases where the defaulting Party reasonably requires more than ten (10) days to come into compliance, the defaulting Party shall, within ten (10) days, make substantial efforts toward compliance and pursue those efforts until the default is corrected.

- b. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement and fail to come into compliance or make substantial efforts toward compliance as provided by Section 7(a) of this agreement, it is understood by all parties that the ANC 6A and/or its committees, or others may immediately petition the Alcohol Beverage Regulatory Administration (ABRA) to investigate violations of this agreement and take appropriate actions per 23 D.C.M.R.
- c. This Settlement Agreement is binding on the applicant and its successors and will continue in force for any and all subsequent license holders at this location.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: Douglas E Yeuell Date: Jun 21, 2022

Signature: 
Douglas E Yeuell (Jun 21, 2022 18:14 EDT)

Advisory Neighborhood Commission 6A Representative:

By: Virgil Ian Stanford Date: Jun 21, 2022

Signature: 
Virgil Ian Stanford (Jun 21, 2022 18:13 EDT)