

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

In the Matter of:

South Cap Hospitality, LLC
t/a Walters

Applicant for a New
Retailer's Class CT License

at premises



License No.: ABRA-111554

Order No.: 2019-063

South Cap Hospitality, LLC, t/a Walters, 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
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON COOPERATIVE AGREEMENT


The official records of the Alcoholic Beverage Control Board (Board) reflect that South Cap Hospitality, LLC, t/a Walters, Applicant for a new Retailer's Class CT License and ANC 6D have entered into a Cooperative Agreement (Agreement), dated January 23, 2019, 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 Meredith Fascett and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 6th day of February, 2019, **ORDERED** that:

1. The above-referenced Cooperative 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



Donovan Anderson, Chairperson



Nick Alberti, Member



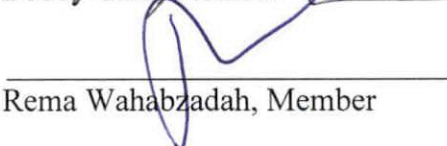
Mike Silverstein, Member



James Short, 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 14th 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).

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

11014th Street SW, Suite W130, Washington, DC 20024
ANC Office: 202 554-1795 office@anc6d.org

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this ^{23rd CF} 14th day of January 2019 by and between South Cap Hospitality, LLC t/a Walters ("Applicant"), at 1221 Van Street, SE, #115, Washington, DC 20003 ABRA License #111554 and Advisory Neighborhood Commission 6D ("the ANC"), (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.

WITNES ETH

WHEREAS, Applicant has applied for a License Class CT for a business establishment ("Establishment") serving spirits, wine, and beer, offering American food, including indoor space, with entertainment endorsement; and a sidewalk café, and a summer garden located at 1221 Van Street, SE, #115, Washington, D.C. 20003 ("Premises"); and

WHEREAS, the Applicant is encouraged 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 of the establishment within the ANC on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) 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 substantial change in operations is considered of great concern to the community which they may bring to the attention of 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 an Establishment serving spirits, wine, and beer, offering a full restaurant menu. The Establishment will have an indoor area consisting of one floor, with one sidewalk café, immediately adjacent to the building at street level on N Street, SE, and one summer garden also immediately adjacent to the building at street level on South Capital Street, SE. In the indoor space, there may be Entertainment endorsement, but no dancing or cover charge endorsement. There may be recorded music piped to the two outdoor spaces as indicated in #3, below; but there shall be no entertainment, dancing, or cover charge endorsements in either the summer garden or sidewalk café. The establishment shall not participate in pub crawls. The Establishment shall have no flashing or billboard-type lights or use billboard-type lights to advertise the establishment.

3. **Hours of Operation and Sales.**

The hours of operation, and sales, service, and consumption of alcohol in the indoor space shall not exceed:

- Sunday: 8:00 a.m. - 2:00 a.m.,
- Monday through Thursday: 10:00 a.m. - 2:00 a.m.,
- Friday: 10:00 a.m. - 3:00 a.m., and
- Saturday: 8:00 a.m. - 3:00 a.m.

The hours of live entertainment indoors shall not exceed:

- Sunday through Thursday: 5:00 p.m. - 1:00 a.m.,
- Friday and Saturday: 12:00 p.m. - 2:00 a.m.

The hours of operation of and sales, service, and consumption of alcohol in the sidewalk café and summer garden shall not exceed:

- Sunday through Thursday: 9:00 a.m. - 1:00 a.m.,
- Friday and Saturday: 9:00 a.m. - 2:00 a.m.

Recorded music shall end in the sidewalk café and summer garden no later than 10:30 p.m. on Sunday through Thursday, and 12:00 a.m. Friday and Saturday.

Provided that the applicant may apply for and the ANC will not object to a one-day substantial change permit: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours"; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration); and (c) on January 1 of each year operation until 4:00a.m.

Consistent with Alcoholic Beverage Control Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the premises.

4. **Floors Utilized and Occupancy.** The Applicant will operate its Establishment on the first floor, with live Entertainment indoors, and one sidewalk café on N Street, SE and

one summer garden on South Capitol Street, SE. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment will not exceed a total occupancy of 399. The indoor area may have a maximum occupancy of 240 patrons with 210 seats; the sidewalk café on N Street, SE may have a maximum occupancy of 40 with 40 seats; the summer garden on South Capitol Street may have a maximum occupancy of 100 with 100 seats.

5. ***Sidewalk Café and Summer Garden.*** The applicant plans to provide seating for a maximum of 40 patrons in the sidewalk café and a maximum of 100 patrons in the summer garden. There shall be no live Entertainment in the sidewalk café or summer garden. The sidewalk café and summer garden shall each be enclosed with appropriate barriers to delineate the space designated for the outdoor seating from adjacent public walkways and areas, and may include such things as shrubbery or fencing with vines; or bushes, vines or trees in planters.

Applicant acknowledges the ANC's requirement for a public sidewalk of a minimum of 10 feet in width for both the sidewalk café on N Street, SE, and the summer garden on South Capitol Street, SE. The Applicant shall ensure that all furniture, fixtures, equipment, or other property of the Establishment or property belonging to patrons is contained within the sidewalk cafés and summer garden areas and does not extend into the pedestrian walkway.

Recorded music may be piped to the sidewalk café and summer garden areas with hours as indicated in #3, above.

No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the area regardless of content, excepting food and beverages packaged "to go."

6. ***Parking Arrangements.*** It is a concern of the ANC 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. Options for noise mitigation can include: shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, or other muting or muffling objects.

The Applicant agrees to monitor sounds from voices and music and other amplified sounds on the sidewalk cafés and summer garden areas and shall ensure that any reasonable concerns raised by nearby occupants are remedied as soon as possible, at a maximum within a ten-day period.

The Parties also agree that if there is an increase in residential dwelling units in the area surrounding the Establishment, they will (a) review and reconsider the noise mitigation plans and (b) potentially adjust the hours of recorded music on or piped to the sidewalk cafés and summer garden areas.

Applicant shall inform its patrons by signage or other means 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 pm and 7 am that are likely to annoy or disturb one or more persons in their residences."

Applicant 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, fresh produce, and seafood 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 have recording cameras which cover the outside areas and the areas where alcoholic beverages are served. If responsible for the video surveillance equipment, the establishment shall maintain security cameras and:: (a) Ensure the cameras are operational; (b) Maintain footage for a minimum of 30 days; and (c) Make the security footage available within 48 hours upon the request of ABRA or the Metropolitan Police Department.
10. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to the ANC 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 the ANC shall have standing to ask the

ABC Board to enforce any violations of the agreement.

- 11. **Participation in the Community.** Applicant is encouraged to maintain open communication with the ANC and the community for which the ANC acts.
- 12. **Notice and Opportunity to Cure.** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: South Cap Hospitality
 1221 Van Street, SE #115
 Washington, DC 20003
 Attn: Jeremiah L. Gifford, Managing Member
 Phone: 703-507-4204
 e-mail: jergiffo@gmail.com

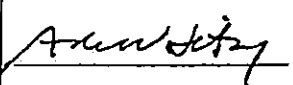
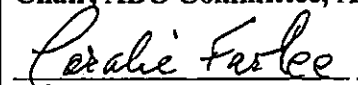

If to Protestant: Advisory Neighborhood Commission 6D
 1101 4th Street, SW, Suite W130
 Washington, DC 20024
 Attn: Chair, ANC
 Phone: (202) 202 554-1795
 e-mail: office@ANC6D.org

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. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending license application.

The ANC:

APPLICANT:

<p>Chair, ANC6D</p> <p> 1/23/19 Date</p> <p>Chair, ABC Committee, ANC6D</p> <p> 1/23/19 Coralie Farlee Date</p>	<p>South Cap Hospitality, LLC t/a Walters</p> <p> 1/23/19 By Jeremiah L. Gifford Date Managing Member</p>
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