ADVISORY NEIGHBORHOOD COMMISSION 3E

TENLEYTOWN AMERICAN UNIVERSITY PARK FRIENDSHIP HEIGHTS
c/o Lisner-Louise-Dickson-Hurt Home 5425 Western Avenue, NW Washington, DC 20015
www.anc3e.org

SUMMARY OF APPLICATION

1. General Information

ABRA Case Number	113253
ABRA License Number	ABRA-113253
ABRA Placard Posting Date	February 7, 2020
ABRA Protest Petition Date	March 23, 2020
ABRA Call Hearing Date	April 6, 2020
ABRA Protest Hearing Date	NA
Applicant Name	Bo Blair
Applicant Trade Name	Scribone, LLC
Establishment Name	Surfside
Establishment Address	4200 Wisconsin Avenue, N.W
Establishment ANC and SMD	3E05
Applicant Contact Name	Bo Blair
Applicant Contact Number	(202) 255-5855

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VOLUNTARY AGREEMENT

This Voluntary Agreement (the "**Agreement**") is made and entered into as of the 10th day of June, 2020, by Scribone, LLC, the applicant in ABRA-113253 ("**Applicant**"), and Advisory Neighborhood Commission 3E ("**ANC**") (Scribone and ANC 3E each being a "**Party**" hereunder or collectively, the "**Parties**".)

WITNESSETH:

WHEREAS, Applicant has sought permission from the District of Columbia Alcoholic Beverage Administration (ABRA) to extend the hours it may serve liquor at its summer garden and outside café at a restaurant/bar called "Surfside" ("**Establishment**") it operates at 4200 Wisconsin Avenue, N.W., which is located within the boundaries of ANC 3E; and

WHEREAS, ANC 3E agrees to support Applicant 's application in ABRA-113253 ("**Application**"), in reliance in part on Applicant 's agreement to certain restrictions contained herein that will reduce potential burden on nearby residents;

SUMMARY OF AGREEMENT

1. **Nature of Operation**

Class of Restaurant	Class "C" Restaurant
Total Occupancy Capacity	206
Total Seating Capacity	146
Sidewalk Café *[Yes/No]*	Yes
Live Entertainment *[Yes/No]*	Yes
Valet Service *[Yes/No]*	Yes

2. **Hours of Operation**

	Sunday through Thursday	Friday and Saturday
Inside Premises	7 am to 2 am	7 am to 3 am
Summer Garden	7 am to 1 am	7 am to 2 am
Outdoor Café	12 am to 12 am	12 am to 12 am
Alcohol Service		
Inside	7 am to 2 am	7 am to 3 am
Summer Garden	7 am to 1 am	7 am to 2 am
Sidewalk Cafe	7 am to 12 am	7 am to 1 am
Live Entertainment		
Inside	11 am to 11 pm	11 am to 11 pm
Summer Garden	11 am to 11 pm	11 am to 11 pm
Outside	NA	NA
Other Uses		

STANDARD ENDORSEMENTS

1. **Neighborhood Peace** Applicant agrees to make all reasonable efforts to maintain the peace and quiet of the surrounding residential neighborhood so that establishment operations have a negligible impact with regards to sound and activity.

2. **Noise and Privacy** Applicant will strictly comply with D.C. Official Code § 25-725 and will make architectural improvements to the property and will take actions, as necessary, to ensure that music, noise and vibration from the Establishment (including patrons, and including both public and private events) are not audible outside the establishment at any time. Applicant will actively work to maintain peace and quiet of patrons after leaving the business and not serving patrons who have a pattern of having produced noise, waste, or unruly behavior.

3. **Outdoor Seating** If Applicant chooses to provide seating for patrons in the Establishment's private and public space, the Applicant will ensure patrons do not block sidewalk passage. Applicant will direct that its employees inspect the sidewalk and front yard area on a regular basis to ensure its cleanliness. Applicant will follow DCRA's regulations on the operation of sidewalk cafes, as provided for in Chapter 24 of Title 3 of District of Columbia Municipal Regulations.

4. **Public Space** Applicant shall keep the sidewalk (up to and including the curb) tree boxes, 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 ensure that refuse and other materials are promptly removed. Applicant will make ongoing efforts to make sure the tree box and sidewalk areas are attractive and enhance the neighborhood.

5. **Trash Dumpsters and Collection** Applicant shall ensure that the area around dumpsters are kept clean at all times and dumpsters are placed such that they do not encroach on abutting property owners and that no garbage is placed on abutting property. Applicant will ensure timely disposal no less than three (3) times per week that is the least disruptive to the neighbors. Commercial trash pickup in residential areas takes place between 7 a.m.-7 p.m.

6. **Rats and Vermin Control** Applicant shall provide rat and vermin control for its property. 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.

7. **Access to Public Alleys, Garage and Parking** Applicant shall not obstruct or prevent access to public alleys at any time. The Applicant will ensure that any food delivery drivers or services

employed or contracted by the Applicant also do not obstruct or prevent access to the public alleys at any time.

8. **Food Service to Liquor Ratio** Applicant will maintain a ratio between foodservice and liquor sales such that at least 45% of sales will be from food. Applicant shall refuse to sell alcohol or cigarettes (including e-cigarettes and vaping products) to legally underage persons and refuse to sell alcohol to inebriated [drunk] persons. Inebriated persons shall not be admitted to the establishment.

9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking** 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. The applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.

10. **Compliance with ABRA Regulations** Applicant promises 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.

ENTERTAINMENT ENDORSEMENTS

1. **Entertainment Description** Entertainment is defined as live music or any other performance by an actual person, including live bands, karaoke, comedy shows, poetry readings and disc jockeys. Entertainment does not include playing a television, radio, or other prerecorded music.

2. **Type of Entertainment** Applicant agrees that any entertainment will be non-amplified, i.e. acoustic in nature.

3. **Entertainment Noise** If Applicant chooses to provide Entertainment, Applicant agrees that, in addition to the terms enunciated in the Noise and Privacy section, Applicant agrees to keep its doors closed when music is being played inside the establishment but may open its window panels during such times, provided that the music shall at no time exceed 55 decibels [1/ 2/ 3/ 4/] when measured from the east side of Wisconsin Avenue.

4. **Entertainment Loading** All loading and loading for live entertainment will be through the front door and not alleys.

ADDITIONAL ENDORSEMENTS

1. **Outside Entertainment** Applicant agrees that no music, television, or other entertainment will be played in or around the café seating, or in any other location except Inside Establishment or the Summer Garden. This will be separate from the operations of the 24 hour taco stand.

2. **Deliveries on Wisconsin Avenue during AM Rush Hour** Applicant agrees that no deliveries to restaurant will occur on Wisconsin Avenue during the AM rush hour defined as weekdays 6AM to 10AM.

3. **UberEats and other food delivery pickups** Applicant agrees that pickups for UberEats and other similar food delivery services will occur at the loading dock at the rear of the building in order to not impede traffic on Wisconsin Avenue or Van Ness St.

STANDARD REMEDIES

1. **Manager Contact** An ABC Licensed manager, conversant with all aspects of this agreement, shall be on site at Applicant's premises during all aspects of operations. Applicant will also make available to all surrounding neighbors a direct phone number where they can be reached in the event of any complaints or concerns.

2. **Attendance at ANC Meetings** Should the ANC receive complaints from constituents related to Establishment's operations, one or more ANC members may ask Applicant to attend an ANC meeting. Should Applicant receive such a request, it will make every reasonable effort to ensure that an officer or senior staff member attends the meeting (or, if impracticable, the next scheduled meeting) and works in good faith with the ANC and the community reasonably to address such complaints.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **Hours** Applicant hereby agrees that, notwithstanding any other permission from ABRA or any other agency, it will end operation of all summer garden, café seating and other operations at the hours described in the section Summary of Agreement: Hours of Operations.

2. **Extended Hours** Parties agree that, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve alcohol for such hour(s); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 a.m.

3. **Standard Endorsements** Applicant agrees to the terms embodied in the section Standard Endorsements.

4. **Entertainment Endorsements** Applicant agrees to the terms embodied in the section Entertainment Endorsements.

5. **Additional Endorsements** Applicant agrees to the terms embodied in the section Additional Endorsements.

6. **Standard Remedies** Applicant agrees to the terms embodied in the section Standard Remedies.

7. **Modification of Agreement** Applicant may ask the ANC at any time to modify this Agreement. Such a request shall be made in writing. The ANC may ask Applicant to appear at a meeting to present the request to the community. If the ANC agrees to modify the Agreement, such modification may come only pursuant to a formal ANC resolution and a writing signed by the parties.

MISCELLANEOUS PROVISIONS

1. **ABRA Adoption** The Parties agree to ask ABRA to incorporate this Agreement to fullest extent possible into any order it may issue regarding the subject application.

2. **Waiver** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.

3. **Binding on Survivors** All covenants, stipulations, promises, agreements, and provisions in this Agreement shall apply to, bind and be obligatory on the Parties hereto, their heirs, executors, administrators, personal representatives, and successors.

4. **Severability** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

5. **Assignment and Subcontracts** Neither Party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other Party.

6. **Headings and Paragraphs** Headings in this Agreement are for convenience only and shall not affect the meaning of this Agreement. References in this Agreement to any Section or paragraph are to the applicable numbered section of this Agreement unless otherwise noted.

7. **Counterparts** This Agreement may be executed simultaneously in one or more counterparts, by original or facsimile signature, and when executed by all Parties shall constitute one and the same Agreement.

REFERENCES

[1/] Noise Levels https://www.noisehelp.com/noise-level-chart.html
[2/] DC Noise Regulation Handbook
https://eservices.dcra.dc.gov/DocumentManagementSystem/Home/retrieve?id=Noise%20Regulation%20Handbook.pdf
[3/] DC Official Code Section 25-725
https://abra.dc.gov/sites/default/files/dc/sites/abra/publication/attachments/DC_Official_Code_Section_25-725.pdf
[4/] 20-271 Maximum Sound Levels http://dcrules.elaws.us/dcmr/20-2701

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SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date and year first written above.

SCRIBONE LLC

By: _____

Name: Robert Blair

Title: Managing Member

Advisory Neighborhood Commission 3E

By: _____

Name: JONATHAN MCHUGH

Title: ANC3E05 COMMISSIONER
VICE CHAIR