



**Advisory Neighborhood  
Commission 6D**

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February 18, 2009

Mr. Peter Feather, Chair  
Alcoholic Beverage Regulatory Administration  
941 North Capitol Street, N.E., Suite 7200  
Washington, D. C. 20002

Dear Mr. Chairman:

At its regularly scheduled business meeting on January 12<sup>th</sup>, at which a quorum was present (a quorum being four of seven Commissioners), ANC-6D voted 7-0 to support Hogate's application for a stipulated license to operate a catering establishment and restaurant to be located at 800 Water Street, SW.

The Commission's support was contingent on the successful completion of a Voluntary Agreement between the establishment and the ANC. We are pleased to attach to this letter a Voluntary Agreement that has been signed by both Kristina Noell, the applicant, and ANC-6D.

Members of the Commission and local residents had concerns about the new establishment because of the troubled history of the previous operation at the site, H20. This voluntary agreement sets much clearer standards for the new operation. It particularly clarifies the areas of concern to the establishment's neighbors, such as noise, the distribution of flyers, and the hours of operation for the outside terraces. It also establishes an on-going relationship with the ANC and also now includes specific language provided by MPD relating to public safety.

We believe that within these strict parameters Hogate's should be granted the stipulated license that they have requested.

Sincerely,

Andy Litsky  
Chairman, ANC-6D



Castle Noell Group, Inc.

February 19, 2009


Alcoholic Beverage Regulation Administration  
941 North Capitol Street, NE, Suite 7200  
Washington, D.C. 20002

Dear Sir or Madame:

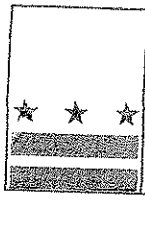
Please accept this letter as a request for a stipulated license for Castle Noell Group, Inc. t/a Hogate's located at 800 Water Street, SW, Washington, DC 20024.

I have submitted a completed license application for a restaurant with summer gardens and an entertainment endorsement. The ANC6D has unanimously voted to support the stipulated license. Attached is the letter of support from an ANC6D officer where the premise is located.

Thank you,

  
Kristina Noell

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATION ADMINISTRATION  
2009 FEB 20 P 2:02  
RECORDED BY AT

	<b>Advisory Neighborhood Commission 6D</b>	PO Box 71156, SW Station, Washington, DC 20024-9998 202 554-1795 (O) 202-554-1774 (F)
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AGREEMENT made this 12th day of January 2009, by and between Castle Noell Group, Inc. dba Hogate's by Kristina (the Applicant) and Advisory Neighborhood Commission 6D (the ANC or Protestant)



WHEREAS, the premises is within the boundaries of the ANC; and,  
 WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding the Applicant's operating plans;  
 NOW, THEREFORE, in accordance of the promises set forth below, the parties agree as follows:

- LICENSING** – The Applicant agrees to accept a CR license only (Commercial Restaurant) with an entertainment endorsement. At no time will the Applicant seek a license conversion (e.g., Commercial-Tavern or Commercial-Nightclub). The Applicant will notify ANC 6D by certified mail and by e-mail of any significant change in the manner of operations at least 30 days in advance of any such application to any Board, Commission or regulatory authority of the District of Columbia Government. All communications will be sent to the ANC office address (PO Box 71156, SW Station, Washington, DC 20024-9998), the ANC Chairperson, the ANC Commissioner representing 6D-01, and the Chair of the ANC 6D Alcohol Beverage Control Committee. The Applicant will confirm the correct contact information for the necessary parties on an annual basis.
- OPERATIONS** – The applicant agrees to operate a coffee shop/café, restaurant, and catering facility at the present location. The coffee shop/café shall be in operation no later than six months after the signing of this voluntary agreement. All operations must emphasize food service prepared on site rather than alcohol consumption or entertainment. *Prohibited* activities shall include any regular entertainment/alcohol advertising, cover charges <sup>or</sup> and rope lines for dining service, street closures and public space use, or a regular emphasis on nightly dancing and drink specials. The SMD-01 representative, ANC Chairperson, and MPD First District shall be informed ten days in advance of any event where more than 2,000 people are anticipated.



The applicant agrees to the following conditions:

- Be regularly ready, willing and able to prepare and serve food, have a kitchen which shall be regularly open, and have a menu in use, have sufficient food on hand to be served to patrons from the menu, and have proper staff present to prepare and serve the food, and
- Be held out to and known by the public as primarily a food-service establishment, and
- Shall not collect cover charge and/or pay-at-door entry fee for dining services, and
- Include language in all advertising, promotional materials, and signage that prominently emphasizes food rather than alcoholic beverages or entertainment, and
- Have its kitchen facilities open until at least 2 hours before closing, and
- Meet all other requirements of Title 25 of the D.C. Official Code pertaining to the proper operation of a licensed restaurant, and furthermore:

Minimum hours of food service operations shall be as follows:

Café:  
 Monday – Friday, 6:00am – 10:00pm  
 Saturday – Sunday, 9:00am – 6:00pm

Restaurant:  
 Lunch: Monday – Friday, 11:00am – 3:00pm  
 Dinner: Sunday – Thursday, 5:00pm – 10:00pm  
 Dinner: Friday – Saturday, 5:00pm – 12:00am

Brunch: Sunday, 11:00 – 3:00pm

The hours of operation shall not exceed the approved hours of alcohol sales, service, and consumption, except in regards to operations of the café and approved non-alcoholic events outside of liquor hours.

3. USE OF OUTSIDE SPACE -

“Outside Dining” refers to the promenade along the entire rear of the building, and is at all times to contain a walk through area that allows public transit and access to the waterfront.

“Outside Bar/Patios” refers to the semi-contained areas on both sides of the building.

The Applicant agrees to promote peace, quiet and order in Outside Dining and Patio operations at all times. Applicant agrees to monitor noise levels during the operation of outside areas and to make any occupancy or operation changes necessary to ensure noise generated by outside occupants does not violate §25-725 of the DCMR at any time during the hours of operation.

Hours of operation for outside areas for the first year (January 1, 2009 to December 31, 2009) shall be as follows:

	<u>Sunday through Thursday</u>	<u>Friday and Saturday</u>
Outside Dining	10am – 10:00pm	10am – 11:00pm
Outside Bar/Patios (West)	10am – 10:00pm	10am – 11:00pm
Outside Bar/Patios (East)	10am – 10:00pm	10am – 11:00pm (except for special events)

Hours of operation for outside areas in subsequent years (January 1, 2010, onwards) shall be as follows:

	<u>Sunday through Thursday</u>	<u>Friday and Saturday</u>
Outside Dining	10am – 10:00pm	10am – 11:00pm
Outside Bar/Patios (West)	10am – 9:30pm	10am – 11:00pm
Outside Bar/Patios (East)	10am – 9:30pm	10am – 11:00pm (including special events)

There will be no sound amplification and/or live or recorded music played in the outside dining, bar, patio, or promenade areas, nor projected from the interior in such a way it can be heard in open spaces, the patios, outside dining, or open bar areas. Applicant agrees that at no time will music or any amplification of noise be installed, hosted, or placed temporarily or permanently in a public space area.

The applicant will publicly post signs advising its customers and patrons of the need to maintain quiet exit from the area during late hours and closing.

No glass containers will be allowed in the Outside Dining area at anytime.

The Applicant will assure that the outdoor placement of chairs, tables and other furniture along the sidewalk areas to include the upper level promenade between the establishment and the waterfront will allow for unrestricted pedestrian passage. In no case may structures, temporary or otherwise, be constructed in this area that will remain overnight (see below). Occasional exceptions to this requirement may be made for special events such as weddings or other private events that would require the Applicant to restrict pedestrian access for a limited period of time.

Furthermore, the Applicant will stack chairs, tables, barricades and other large objects neatly aside during the hours that the establishment is closed. No construction or takedown of tents, stages, dance

floors, or other large special event structures is allowed in outside areas from 11:30pm to 8am. All street or sidewalk obstacles, such as cones or barricades, must be removed when the establishment is closed to allow for emergency vehicle access. Furthermore, the Applicant will train appropriate staff on procedures for evacuating patrons and removing chairs, barricades and other obstacles in the event that a fire, medical or other emergency which requires that the area be accessible to EMS or Police.

4. **LITTER AND CLEANLINESS** - The applicant will ensure that the immediate environs of the premises are kept free of litter and debris. "Immediate environs" is defined by ABC Regulations as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business." Each day the Applicant is open for business, the Applicant will ensure that all bottles and litter, including flyers, palm cards and illegal posters attached to lamp posts, trees, and vehicles in the above defined area are removed.

*AN*  
*Rm* The Applicant will not distribute or affix or cause to be distributed or affixed through any agent any handbills, posters, flyers or other promotional materials within a mile radius of the exterior of the premises that promote Hogates by Kristina, any events or functions to be held at the licensed premises by any party, or any other enterprise in which the applicant has an ownership or management interest. The Applicant must instruct all individuals involved in promotion, whether under the employ of or contracted by the Applicant, of the above-mentioned policy in writing. Language to this effect must be included in any contracts with outside promoters.

Applicant shall abide by the provisions of the District of Columbia law and regulations regarding recycling of glass and bottles. Applicant agrees to segregate and recycle bottles and glass refuse apart from trash and agrees not to dispose of the bottles and glass refuse in outside trash dumpsters or recycling containers between the hours of 11:00pm and 8:00am.

5. **NOISE** - The Applicant acknowledges familiarity with and will comply with all noise control provisions of District of Columbia law and regulations, including:

Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Applicant agrees to abide by all Alcohol Beverage Control regulations, as amended.

Applicant will ensure that any sound by any musical instrument or amplification device or other device or source of sound or noise is not audible within adjacent or nearby premises, be they commercial or residential, and does not interfere with the reasonable enjoyment of outdoor areas such as boat decks and patios of those premises. Applicant agrees to lower sound levels upon request from ANC 6D01 Commissioner or the Chairperson of ANC 6D at any time. Limits on volume and bass levels will be placed on all live or recorded music or sound whether produced by the establishment or an outside contractor. These limits will be agreed upon by the establishment and ANC 6D. Sound levels shall be verified by the Applicant with decibel meters upon request by ANC 6D.

Applicant shall prohibit patrons from loitering in and around the premises during non-business hours. This shall include the posting of non-loitering signage. Applicant will disperse any and all noisy activity or disturbances in the area in front or the rear of the premises during business hours and at closing and shall make particular efforts to urge patrons to exit the establishment quietly.

**6. PUBLIC SAFETY AND SECURITY** - Applicant will provide MPD, ABRA, and ANC 6D with a detailed security/safety plan for all operations. At a minimum, such a plan should include the following:

- A plan for the installation, operation, and recording of video cameras throughout the establishment covering all blind spots, entrances, exits, service areas, hallways, and dance floors, and the Customer Care Room. The camera video tapes must be maintained for 30 days.
- Detailed procedures for addressing underage individuals attempting to gain access.
- Detailed procedures for addressing unruly patrons, criminal activity, and unusual incidents in the establishment.
- Detailed security, parking, and traffic procedures for all special events.
- Institution and proof of criminal background checks for all security staff.
- Security training to be provided to all security staff prior to opening the establishment and to future security personnel within 30 days of hire with renewal training for all security staff on an annual basis.
- Maintenance of detailed personnel files for all employees, including photocopies of employees' state-issued licenses and/or identification cards and color photographs of each employee, to be made available to any law enforcement entity or ABRA staff upon request.
- Licensee is to have a representative available to meet periodically with the MPD District Commander or designee to review any issues concerning licensee operations or the activities of security personnel.

Applicant shall have a member of the management staff posted to screen patrons and supervise private security officers. Applicant will have security personnel posted outside the establishment during hours of business operation and for at least two hours after closing on Saturday and Sunday mornings and during any special event to discourage loitering and noise outside the immediate vicinity and to serve as a neighborhood watch to alert the Metropolitan Police Department of any suspicious activity or threat to the peace, order and quiet of the community.

The Applicant shall create a reimbursable detail with the Metropolitan Police Department to compensate a sufficient number of MPD personnel as determined by the First District Commander or his/her designee but at no time will this detail be less than 2 officers. This will be required on Thursday, Friday, and Saturday nights unless determined unnecessary by the First District Commander or his/her designee and the ANC 6D based on venue activity. The establishment shall provide sufficient funds to provide police presence for adequate traffic and safety patrols for the immediate area of the business as reasonably determined by MPD to meet public safety needs. The establishment shall pay such costs monthly in advance on or before the 1<sup>st</sup> day of each month for each day the business is open.

The Applicant will turn up the lights inside the premises at 15 minutes before closing and stop all music and amplification 5 minutes before closing. Announcements of "last call" will be made at least one half hour before closing. Security officers will facilitate the orderly exit of patrons from the premises. The Applicant will provide personnel to escort patrons to their vehicle or assist in obtaining a taxi upon request of such patron.

The Applicant shall keep a written log of all verbal requests and/or calls by telephone for service when the establishment asks for assistance from MPD. The Applicant will inform the ANC in writing and/or by e-mail within a 72 hour period of any such calls. Written communications will be sent to the ANC office address (PO Box 71156, SW Station, Washington, DC 20024-9998). E-mail communications will be sent to the ANC 6D01 Commissioner and the ANC 6D Administrative Assistant. The Applicant

will confirm the correct contact information on an annual basis. This log shall include information going back a minimum of two years and shall be accessed by ABRA, MPD and ANC 6D upon request.

7. **PARKING** - The Applicant will maintain the current number of parking spaces available under the terms of its lease. The Applicant will provide valet parking on Friday and Saturday evenings and for any special events. Valets will be prohibited from parking cars on any residential streets, the adjacent pocket park, any no-parking zone, all emergency access lanes, or any public walkway. Any security or valet parking service, whether under the employ or contracted by the applicant, shall not block public space in front of the establishment with cones or barricades of any sort unless a legally acquired permit for such temporary action has been obtained from EMA and is posted in the establishment and available for inspection by ABRA, MPD or the ANC. The Applicant agrees to prohibit all valets employed or contracted by Applicant from parking on streets, alleys or any place that does not have a paved surface. The Applicant will not enter into nighttime parking arrangements with DC Public School facilities.
8. **USE OF PUBLIC SPACE** - The Applicant shall not make an application for use of public space or streets without the prior approval of the ANC. Any application for public space or street use must be preceded by a presentation to the ANC at its monthly business meeting. The presentation shall include the nature of the event, date and time, expected attendance, construction and cleanup procedures, details of MPD arrangements, and a security and traffic plan. The Applicant acknowledges familiarity with and will comply with all rules and regulations pertaining to the use of public space promulgated by the Emergency Management Agency. Applicant shall bear the responsibility for gathering and attesting to the legally required number of signatures necessary for a public space permit as required by regulations promulgated by the Emergency Management Agency. Applicant will collect such signatures only from authorized representatives of the adjoining establishments. Applicant will present the signature list to the ANC for review a minimum of 2 business days prior to submission to the Emergency Management Agency. Applicant shall use public space only in strict conformance with the permit received. Applicant agrees to provide to the ANC a copy of such a permit by mail at least 2 business days prior to any use of public space.
9. **COMMUNITY RELATIONS** - The president or a designee of the Applicant will maintain a close working relationship with ANC 6D and is strongly encouraged to attend monthly meetings whenever possible.

The President or a designee of the Applicant agrees to discuss issues relating to this Voluntary Agreement upon request from ANC members, including, at a minimum, the Commissioner for ANC-6D01, the Chairperson of the ANC committee (or committees) with jurisdiction over ABC and/or public safety matters, and the Chairperson of ANC 6D. The Applicant will respond in writing to ANC 6D on above-mentioned issues within 10 business days.

The Applicant is encouraged to participate in The Washington Waterfront Association in an effort to enlist wider business support for cleaner streets and sidewalks, responsible alcohol service, law enforcement activities, and support of SW charitable and social events.

The Applicant agrees to implement the following policies in order to establish a relationship with the community to promote peace, order and quiet.

- a. All managers and staff will receive training to ensure that local residents have immediate access to a manager on duty to report problems or lodge complaints. A telephone number that will be staffed at all times by on duty management personnel shall be made available to

the community so that such notifications can be made. In addition, the Applicant will make an e-mail address available for community communications.

- b. The Applicant will keep a written log of all community complaints to the establishment and provide copies to the ANC upon request.
- c. The Applicant will post its license, including this voluntary agreement, its certificate of occupancy, and all other District of Columbia Government business permits in an accessible and conspicuous place and will cooperate with any request for examination of these documents by a member of the MPD, ABRA staff and ANC 6D, as required by law.

10. **ALCOHOL SAFETY** - The Applicant agrees to refuse service to any person who is intoxicated or is in danger of becoming intoxicated.

*Handwritten initials and a large 'X' mark.*

The Applicant will provide training to all sales staff in the sale and handling of alcoholic beverages. The Applicant will also assure that the ABC Board-approved manager has received training of the type offered by TIPS, or other comparable ABC Board approved alcohol awareness and safety training. Signage encouraging safe drinking and driving will be visibly posted in areas of service and exit for the lounge, and sports bar areas of the establishment. Furthermore, the Applicant will publicly post signs that are visible and conspicuous to advise customers and patrons of the need to maintain quiet exit from the establishment and the neighborhood.

- 11. This agreement can be modified only by the ABC Board, or by mutual written agreement of all the parties (i.e., Applicant and ANC 6D) with the approval of the ABC Board.
- 12. This Agreement will be attached as a condition to the Applicant's license for service of alcoholic beverages at the premises, and will be filed with the Alcohol and Beverage Regulatory Administration.
- 13. The parties further agree that the failure of the Applicant to comply with any part of this Agreement shall constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 DCMR 1513.5.
- 14. Protestant agrees to the issuance of the license and withdraws its protest provided that the present Voluntary Agreement is incorporated into the Board's order issuing the license, which order is hereby conditioned upon compliance with such Voluntary Agreement.

IN WITNESS WHEREOF, the parties have affixed hereto their signatures on the year and day first above written.

<p>The APPLICANT: Castle Noell Group, Inc dba Hogates by Kristina</p> <p>By <u><i>Kristina Noell</i></u> Kristina Noell, President</p>	<p>The ANC: Advisory Neighborhood Commission 6D</p> <p>By <u><i>Roger Moffatt</i></u> Roger Moffatt, Chairperson, ANC 6D</p> <p>By <u><i>Jane Jorgensen</i></u> Jane Jorgensen, Commissioner, SMD 6D-01</p>
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