

ANC 2E Meeting Minutes January 4, 2016

Minutes for the Meeting of Advisory Neighborhood Commission 2E
January 4, 2016
Georgetown Visitation School, 35th and Volta Place, NW Heritage Room

The meeting was called to order at 6:31 p.m. by Commissioner Lewis, Chair. Commissioners Lewis, Solomon, Jones, Starrels, Birch and Roaché were present, constituting a quorum. Commissioners Clausen and Howard were absent.

Administrative

Approval of January 4, 2016 ANC 2E Public Meeting Agenda

Public Safety Report

MPD representatives were not present due to a special situation.

Commissioner Lewis moved to approve the agenda of the January 4, 2016 ANC 2E public meeting. The motion was seconded and carried 6-0.

Commissioner Lewis moved to approve the meeting minutes for November 30, 2015. The motion was seconded and carried 6-0.

Financial Report

Commissioner Jones made the following motion:

Resolved, that this Commission approves the ANC's participation in the Advisory Neighborhood Commission Security Fund and authorizes the Treasurer to pay the \$25 fee for the period January 1, 2016 through December 31, 2016. The Chair, Secretary and Treasurer are authorized to execute the requisite agreement.

The motion was seconded and passes 6-0.

Transportation Report

Commissioner Lewis gave an update on the DC WASA P street water pipe improvement project and reported that the project would be moving to 35th street.

Environmental Report

Commissioner Jones reported on snow removal and animal control.

Ratification of 2016 Public Meeting Schedule

Commissioner Lewis moved to approve the 2016 Public Meeting Schedule.

The motion was seconded and carries 6-0.

Areas of Special Interest and election of ANC 2E officers for 2016

Commissioner Lewis moved to approve the Areas of Special Interest and election of ANC 2E officers for 2016.

2016 Areas of Special Interest

Commissioners Bill Starrels and Tom Birch to be Liaisons for ABC (Alcoholic Beverage Control) matters;

Commissioner Ed Solomon and Monica Roaché to be Liaison for Public Safety and airplane noise matters;

Commissioners Tom Birch, Kendyl Clausen and Jeff Jones to be Liaisons for Historic Preservation and Zoning matters;

Commissioners Ron Lewis and Bill Starrels to be Liaisons for Transportation matters;

Commissioner Monica Roaché to be Liaison for Educational matters;

Commissioner Jeff Jones to be Liaison for Environmental matters;

Commissioners Ed Solomon, Kendyl Clausen, Reed Howard, Jeff Jones, Ron Lewis and Bill Starrels to be Liaisons for community and university relations (Georgetown Community Partnership);

Commissioner Bill Starrels to be the ANC2E-designated nonvoting member of the board of directors of the Georgetown Business Improvement District and Liaison to the Georgetown Business Association; and

Commissioners Monica Roaché and Tom Birch to be Liaisons to Tudor Place.

Commissioner Lewis-Chair

Commissioner Starrels- Vice Chair

Commissioner Clausen - Secretary

Commissioner Jones- Treasurer

The motion was seconded and carries 6-0.

Community Comment

Commissioners Lewis and Jones introduced Rick Murphy, the new pro bono attorney for ANC 2E.

Commissioner Jones reported that Hyde-Addison elementary school may “swinging” (moving) to an alternate/temporary location during the construction on campus. three locations are being considered by DCPS/DGS including the Duke Ellington field on Reservoir road. This would involve classrooms in trailers for approximately a year or more. There will be an internal meeting for “consideration only” and will include the Burleith Citizens Association and the Friends of Duke Ellington.

Commissioner Solomon announced that Peter Davidson, DGS liaison for the Duke Ellington project had died.

Commissioner Lewis made the following motion:

Standing Resolution re Representing ANC 2E in Particular Matters

Be it Resolved by Advisory Neighborhood Commission 2E, that whenever a resolution or recommendation is adopted by the Commission that relates to a particular matter that is or will be before an agency, entity or instrumentality of the District of Columbia Government or of the United States Government, any Commissioner or any one or more of them, or any successor thereto, who in each case has voted in favor of the resolution or recommendation so adopted, may represent the Commission before such agency, entity or instrumentality with respect to such matter. Further, any such Commissioner, with the approval of the Chair or in the Chair's absence, a Vice Chair, of the Commission, may authorize any other person to represent, assist in representing, or temporarily represent the Commission, in each case on a pro bono basis without fee, before such agency, entity or instrumentality with respect to such matter.

The Commission expresses its gratitude to Richard G. Murphy, Jr., Esq. for his offer of pro bono representation of the Commission from time to time and authorizes Mr. Murphy to represent the Commission on such matters as he and any Commissioner, with the approval of the Chair or in the Chair's absence, a Vice Chair, may agree from time to time.

The Commission expresses its gratitude to Karen Cruse for her offer of pro bono representation of the Commission from time to time at the Alcoholic Beverage Control Board and the Alcoholic Beverage Regulation Administration and authorizes Ms. Cruse to represent the Commission on such matters as she and any Commissioner may agree from time to time.

The motion was seconded and carries 6-0.

Ruth Werner of Councilman Evans' office announced that the council's proposal “Vision Zero” (speeding fines) has been raised and that the community should direct their comments to the Public Space committee.

Kishan Putta, Outreach Coordinator for DC Health Link (Obamacare) gave an update on the upcoming enrollment deadline and penalties for not enrolling.

Candace Mosely of Georgetown university announced upcoming events on campus and in the community.

New Business

Commissioner Starrels made the following motion:

Whereas –

ANC 2E appreciates the overall ideals of Mayor Muriel Bowser's Vision Zero plan.

ANC 2E also is pleased that the DC Council Committee on Transportation and the Environment has announced a public roundtable on January 8th, 2016 to hear the concerns about the proposed rule making by the District Department of Transportation (DDOT).

ANC 2E believes that the far-reaching nature and new directions proposed by the rules appropriately demand the oversight of Council hearings before such regulations are able to go into effect in order to assess their merits and to hear concerns expressed by interested groups and citizens of the District of Columbia.

The purposed rules reportedly would increase some fines by 350% to 1000%. Fines would be as much as \$1,000.

Some of the proposed infractions could be difficult to enforce and the fines inappropriate to achieving the goals of Vision Zero.

Mayor Bowser in a recent article in the Washington Post said that the controversial proposal to significantly raise some traffic fines didn't get her "stamp of approval."

Therefore, it is Resolved by ANC 2E:

ANC 2E appreciates the goals of Vision Zero. In view of the far-reaching nature of the proposal, ANC 2E feels that at least some of the new rule changes, including proposed fines, may be impractical or inappropriate in terms of circumstances and enforcement. Further, ANC 2E feels that such sweeping proposed changes that affect all Washington residents, many employees and tourists should be implemented only after public hearings and votes by the DC Council and approval by the Mayor of the District of Columbia.

The motion was seconded and carries 6-0.

ABC:

Moratorium

Commissioner Birch made the following resolution:

RESOLUTION REGARDING SETTLEMENT AGREEMENT TEMPLATE REQUEST TO ABRA AND ABC BOARD

Whereas ANC 2E desires to represent the best interests of residents and businesses in Georgetown, including the development of a welcoming environment for high quality restaurants desired by the community; and

Whereas, ANC 2E recognizes that the conditions that gave rise to the need for a cap and moratorium on CR and DR liquor licenses have changed; and

Whereas, ANC 2E believes that it is in Georgetown's best interest to replace the cap and moratorium on CR and DR licenses with a clear set of minimum conditions in a Settlement Agreement Template, designed to curtail the negative impacts of restaurants on the community, that is publicly available to all potential Alcoholic Beverage Regulation Administration (ABRA) Applicants seeking a new CR or DR license in Georgetown.

Be it resolved that, ANC 2E, hereby adopting the provisions of the Settlement Agreement Template, requests that the Alcoholic Beverage Control Board allow the existing moratorium the existing moratorium in Georgetown to expire, contingent upon votes of support for the Settlement Agreement Template by the boards of the Citizens Association of Georgetown and the Georgetown Business Improvement District, and

Be it further resolved that, ANC 2E requests that the Alcoholic Beverage Control Board recognize the community's action to adopt a Settlement Agreement Template aimed at addressing issues of hours of operation, noise disturbance, public space cleanliness and maintenance, and general concerns to ensure peace, order and quiet in the community, and that the Alcohol Beverage Regulation Administration help communicate, and support, the existence of a Georgetown Settlement Agreement Template, and

Finally, be it resolved that, ANC 2E requests that the Alcoholic Beverage Control Board adopt a protocol for reviewing CR and DR license applications in Georgetown consistent with that available to other jurisdictions in the city whereby the ABRA staff conducts a preliminary review of new CR and DR license application for appropriateness and refers questionable applications to the ABC Board for a fact finding hearing to be held prior to the placarding of an applicant's establishment.

(Attachment)

Georgetown Settlement Agreement Template

This agreement is made by and between

[Name of Establishment] (the Applicant)

[ABRA #]

[Address]

The Citizens Association of Georgetown (CAG)

and

Advisory Neighborhood Commission 2E (ANC)

Hereinafter referred to as the "Parties".

Preamble

Through this agreement, the Parties aim to create an environment whereby the Applicant may operate as a viable contributing business to the Georgetown community, while concurrently curtailing any adverse effects a business such as the Applicant's could have on the surrounding neighborhood.

The Applicant agrees to maintain open communication with the ANC, CAG, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. The Parties believe the statements and provisions contained in this Agreement are reasonable and must become wholly integrated into the day-to-day operations of the Establishment.

Further, the Parties acknowledge that this Template Settlement Agreement shall be presented by the community Parties to all new C/R and D/R applicants within the Georgetown Conditions Area defined herein. The community and merchants have agreed that it is in everyone's best interests to standardize the requirements for the operation of new C/R and D/R establishments within the boundaries of the conditions area. The community and merchants understand and agree that the conditions imposed on operations of new licensees within the Georgetown Conditions Areas set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses. Therefore, the Parties intend, through the implementation of this standardized Settlement Agreement, to create a process that is understandable, predictable and fair.

This Template sets forth minimum conditions sought by the community Parties, subject to Sections 9 and 10, which provide for flexibility in appropriate cases.

Agreement

Whereas, Applicant's Establishment is within the Georgetown Conditions Area in ANC 2E; and,

Whereas, the Parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a [C/R or D/R] Liquor License at the subject Establishment; and,

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

Definitions

Applicant is the person or company that applies to hold a liquor license in Georgetown, and is responsible to uphold the terms of this Agreement.

Establishment is the Applicant's place of business for which a liquor license has been applied for or issued.

Georgetown Conditions Area is the geographic area bounded by 36th Street (in Georgetown) and 39th Street (in Burleith) on the west, Whitehaven Parkway on the north, Rock Creek Park on the east, and the Potomac River on the south, excluding properties on the Georgetown University campus.

Georgetown Settlement Agreement Template is the document that contains the minimum terms and conditions that the Georgetown community wants applicants for new liquor licenses in the Georgetown Conditions Area to abide by in exchange for community support for their ABRA license application.

Private Outdoor Space is any privately owned space associated with the Establishment including, but not limited to, sidewalks, alleys, roof decks, side or back yards, patios, summer gardens, and balconies.

Promoter is an individual who is not on Applicant's payroll, or a business entity that is not controlled by Applicant or Applicant's principals or employees.

Sidewalk Café is any public space adjacent to or associated with the Establishment for which a public space permit is required for occupancy.

The Parties Agree As Follows:

Requirements for promoters.

Applicant will not allow any Promoter to operate in the Establishment for drinking or entertainment oriented activities.

Requirements for noise:

- a. Applicant will not create any noise from live entertainment or amplified sound within the Establishment that can be heard outside of the Establishment.
- b. There shall be no dumping of bottles outside the Establishment between the hours of 10:00 p.m. and 7:00 a.m.
- c. Requirements for keeping windows and doors shut to mitigate noise may be included in the Agreement.

Requirement for closing time.

Applicant agrees to close the Establishment by midnight.

Sidewalk Café and Private Outdoor Space:

There shall be no amplified entertainment associated with any sidewalk café space or private outdoor space operated by the Applicant unless specifically agreed to under a special provision by the ANC and CAG.

Applicant will not allow any noise to be generated by a sidewalk café or private outdoor space that can be heard from 50' away after 10:00 p.m. on weeknights and 11:00 p.m. on weekend nights, unless specifically agreed to under a special provision by the ANC or CAG.

All sidewalk cafés and private outdoor spaces shall close each day of the week no later than 11 p.m. weeknights and midnight on weekend nights, unless specifically agreed to under a special provision by the ANC or CAG.

Applicant will not allow any noise to be generated in a private outdoor space related to the operation of the establishment that can be heard inside a residence.

There shall be no amplified entertainment with bass that can be heard or felt in any residential property.

Public Space Cleanliness and Maintenance:

Applicant will maintain the public space (minimally including the front sidewalk up to and including the gutter in front of the subject Establishment, and the alleyway behind the subject Establishment) adjacent to the Establishment in a clean and litter-free condition by:

Maintaining regular trash removal service.

Maintaining a [covered dumpster or other supercans] to be placed [inside or in the rear of the building]. Applicant shall ensure that the surrounding area is kept clean at all times and the [dumpster or supercans] is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.

Ensuring that trash, garbage and cooking oil is properly covered and maintained to prevent both spilling and infiltration from vermin.

Trash pickup shall not occur between the hours of 10:00 p.m. and 6:00 a.m.

Picking up the trash, including beverage bottles and cans, and all other trash on the sidewalk and in the gutter a minimum of twice daily (immediately before and after business hours).

Directing that its employees inspect the sidewalk café at least once each hour to ensure its cleanliness.

Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.

Remove snow and/or ice from sidewalks fronting the Establishment (includes sidewalks on the sides of corner buildings) within the time limits set by the District of Columbia for such snow and/or ice removal.

Promptly remove graffiti written on the exterior walls of the property within 48 hours of graffiti's appearance.

Parking/Valet Arrangements.

Any valet service offered by the Applicant, either directly or under contract to a third party, shall only park cars in off-street private parking and not in public spaces.

Regulations.

In addition to the requirements of this agreement, Applicant will operate in compliance with all applicable DC laws and regulations.

Delivery Hours:

Applicant will not receive deliveries to the Establishment between the hours of 10:00 p.m. and 6:00 a.m.

Applicant will not receive deliveries from vehicles parked on a rush hour restricted side of the street during restricted hours.

For an Establishment located on property abutting or close to residential property, additional and/or different protective measures may be appropriate.

For an Establishment located on a property that would not have an impact on a residential property or is otherwise exceptional, fewer, or less restrictive measures may be appropriate.

Participation in the Community

Applicant agrees to maintain open communication with the ANC and CAG and the Georgetown community to deal in good faith with issues under this Settlement Agreement, and is encouraged, from time to time, to send a representative of the Establishment to community meeting(s).

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 10 days of the date of such notice for minor violations and 30 days for major violations.

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 seeking a Show Cause Order from the ABRA Board pursuant to D.C. Official Code § 25-447.

Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other Parties to this Agreement at the addresses listed on the signature lines.

Notice shall be deemed given as of the time of receipt or refusal of receipt.

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 ABRA Board or any other enforcement action.

Notwithstanding the above, any Party may seek immediate enforcement with an ABRA inspector without prior notice for a noise violation of this Agreement.

This Agreement is binding on the Applicant and its assigns.

In Witness Whereof

The Parties have affixed hereto their hands and seals.

Applicant:

By: _____ Date: _____

Notices to Applicant shall be directed to:

Name _____

Address _____

Phone _____

Email _____

Advisory Neighborhood Commission 2E Representative:

By: _____ Date: _____

Name _____

Address _____

Phone _____

Email _____

Citizens Association of Georgetown Representative:

By: _____ Date: _____

Name _____

Address _____

Phone: _____

Email: _____

The motion was seconded and carries 6-0.

Commissioner Starrels made the following motion with regard to Kouzina Authentic Greek Restaurant, ABRA-0099818, 3236 Prospect St., NW (Class C license) settlement agreement:

ANC 2E endorses the license for this establishment along with the settlement agreement.

The motion was seconded and passes 6-0.

Old Georgetown Board

Commissioner Birch chaired the OGB portion of the agenda.

Commissioner Jones made the following motion:

With regard to OG 16-068 (HPA 16-114): 3420 P Street, NW:

ANC 2E appreciates the efforts by the applicant of a much welcomed restoration of a Georgetown contributing building. We have no concerns regarding the proposed demolition of a single garage and support the additional rear yard green space. We have concerns regarding the proposed window additions on the east side, due to a noticeably visible change to this façade. We note that the windows on the west façade are smaller windows that are above the roofline of the property directly adjacent, and would create a less visible change. Although the addition proposed on the east side is modest, ANC 2E does have concerns regarding the possible impact in relation to the historical context of the adjacent property, the elimination of much of the side yard, and the elimination of the historic side porch.

Note: there are two separate tax lots on this property, and some question remains as to whether the proposed addition will require a "subdivision of lots into a single recordation lot."

The motion was seconded and carries 6-0.

Commissioner Starrels made the following motion:

With regard to OG 16-064 (HPA 16-110): 3251 Prospect St., NW:

ANC 2E endorses option "A" without the additional signage on the side of the building.

The motion was seconded and carries 6-0.

Commissioner Starrels made the following motion:

With regard to OG 16-069 (HPA 16-116): 3111 K St., NW:

ANC 2E appreciates the presentation but we do not endorse the concepts as presented.

The AMC logo is too large and not in keeping with the standards of Georgetown.

We do not endorse the blade sign which is not in keeping with the historic statutes of Georgetown.

Regarding the concept of replacing six sets of exit doors with three: although we are told it meets code, we do not think that the look is right and we feel it is inadequate from a crowd control and safety aspect. We believe that the change detracts from the uniform design currently presented to the street by the theater.

The motion was seconded and carries 6-0.

Commissioner Starrels made the following motion:

With regard to OG 16-071 (HPA 16-119): 1044 Wisconsin Ave., NW:

ANC 2E appreciates the evolution of the plans and very much likes the latest concept with the pitched roof, and we look forward to seeing it developed.

The motion was seconded and carries 6-0.

At 8:43 p.m. with no further business on the agenda Commissioner Lewis moved to adjourn. The motion was seconded and carries 6-0.

Respectfully Submitted,

Leslie Maysak
ANC 2E