



# Advisory Neighborhood Commission 2A

*“Serving the Foggy Bottom and West End communities of Washington, D.C.”*

## Special Meeting Minutes

Wednesday, June 10, 2015; 7:30 p.m.  
Saint Paul’s Parish – 2430 K Street, N.W

### Call to Order

Chair Patrick Kennedy (01) called the meeting to order at 7:14 pm. Commissioners Rebecca Coder (02), John Williams (03), and Philip Schrefer (05) were present.

Chair Kennedy made a motion to adopt the agenda. Commissioner Williams seconded the motion, which was voted on and passed (VOTES: 4-0).

### Regulatory Agenda

Consideration of a Settlement Agreement Offer Related to the Commission’s Protest of The River Inn/DISH’s Application for a Sidewalk Café Endorsement to its Class “C” Hotel License (924 25th St., ABRA-001782)

Chair Kennedy gave an overview of the ANC’s discussions with the applicant regarding the proposed settlement agreement for the River Inn’s alcohol license application, as well as the ANC’s appeal of the DC Zoning Administrator’s determination letter in relation to the hotel in front of the DC Board of Zoning Adjustment (BZA).

Commissioner Williams asked about the upcoming timelines related to the alcohol license application and the appeal in front of the BZA. Chair Kennedy gave an overview of the timelines for both matters.

Commissioner Williams said that he was wondering if the current settlement agreement proposed by the applicant was the most favorable one that the ANC could negotiate.

Chair Kennedy reminded attendees that the ANC could also take action regarding the settlement agreement at the regular June ANC meeting the following week.

Commissioner Williams said that he was concerned that the settlement agreement specified that alcohol sales would stop at 9:00 pm on only Sunday night instead of Sunday through Thursday nights. He said that he was also concerned with the language in the settlement agreement that would allow for tables from the cafe to be left out even when the cafe was closed.

Barbara Kahlow, a local resident, said that she believed that the proposed area where the cafe tables would go was actually on private space and not on public space. She recommended that the ANC change the language in the settlement agreement to reflect that the agreement only applied to public space. She said that, if the cafe tables were on private space, the Zoning Administrator's determination letter would be null and void. Chair Kennedy said that he was worried about specifically mentioning public space too many times in the settlement agreement.

One local resident said that, having gone through the sidewalk cafe application process with the hotel so many times at that point, she knew that the cafe was indeed on public space.

Chair Kennedy went through the proposed settlement agreement section by section.

Commissioner Williams gave an overview of the proposed site for the sidewalk cafe. He said that, due to the location of Pepco grates at the site, two tables for the cafe would be placed on one side of the hotel's entrance way and the other five tables would be placed on the other side of the entryway.

One local resident was concerned with the lack of noise abatement in the plans for the sidewalk cafe. She said that this would have a negative effect for the neighbors living directly south of the hotel.

Ms. Kahlow recommended changing the closing hours in the settlement agreement to 9:00 pm on Sunday through Thursday nights in order to accommodate the working crowd.

Commissioner Williams said that he was worried that taxi, limo, and bus drivers would congregate in front of the building at night if the cafe tables were left out after the cafe had closed.

One local resident was concerned with the language in the settlement agreement that would allow non-alcoholic beverages and food bought inside the hotel to be brought outside to the cafe tables during off-season times. Commissioner Coder recommended that the ANC clarify the language related to the off-season times. Marina Streznewski, the President of the Foggy Bottom Association, cited the noise problems that residents had experienced at the Starbucks at K Street and 22nd Street when its tables were left out after closing or during off-season times.

Ms. Kahlow suggested removing the paragraph in the settlement agreement about tables being left out during off-season times and changing the closing hours to 9:00 pm every day of the week. Another local resident recommended changing the closing hours to 9:00 pm on Sunday through Thursday and 10:00 pm on Friday and Saturday.

Chair Kennedy made a recommendation to clarify that the hotel's front doors and the windows on the first floor of the hotel should remain closed when the sidewalk cafe was open.

Multiple meeting attendees suggested that Chair Kennedy should find the original agreement that the River Inn had made with the DC Historic Preservation Review Board (HPRB) when the Foggy Bottom Historic District was created.

One local resident raised another issue where hotel employees were improperly parking near the hotel's trash loading zone, which was preventing the hotel's trash company from quickly getting in and out of the alley adjacent to the hotel to pick up the trash.

Chair Kennedy recommended modifying language in section six of the settlement agreement, which covered hotel trash pickup and parking, to specify that the hotel's "guests, patrons, and employees" should use the hotel's designated parking spaces.

Commissioner Williams made a motion to conditionally support the proposed settlement agreement with the River Inn, contingent on the chair negotiating the commission's suggestions related to closing times, employee parking policies, and off-season table placement. Commissioner Schrefer seconded the motion, which was voted on and passed (VOTES: 4-0).

Update on the Commission's Appeal to the Board of Zoning Adjustment of the Zoning Administrator's Decision Regarding the Permissibility of a Sidewalk Café

Chair Kennedy gave an overview of the ANC's case in front of the BZA and provided the details for the upcoming BZA hearing on the matter.

**Administrative Agenda**

Proposal to Adopt a Job Description and Position Requirements for a Prospective ANC Executive Director

and

Consideration to Authorize the Chairman to Seek Candidates for the Executive Director Position and Propose a Candidate to Hire for the Commission's Consideration at its June Regular Meeting

Chair Kennedy distributed a draft job description and a list of position requirements for the executive director position.

Chair Kennedy made a motion to adopt the job description and the list of position requirements, as well as to authorize the chair to seek candidates for the position, which would be voted on at the next regular ANC meeting. Commissioner Williams seconded the motion, which was voted on and passed (VOTES: 4-0).

Chair Kennedy adjourned the meeting at 8:59 pm.

Respectfully submitted,

A handwritten signature in black ink that reads "William K. Smith". The signature is written in a cursive, flowing style.

William K. Smith, MD  
Secretary, ANC 2A04

## SETTLEMENT AGREEMENT

This Settlement Agreement is made on this 15 day of June, 2015, by and between Alamac, Inc. t/a The River Inn / Dish ("the Licensee") and Advisory Neighborhood Commission 2A ("the ANC").

### WITNESSETH

WHEREAS, the Licensee's application for a sidewalk café endorsement to its Class CH Alcoholic Beverage Control (ABC) license for premises 924 25<sup>th</sup> Street, NW is pending before the District of Columbia ABC Board; and,

WHEREAS, said premises is within the jurisdictional boundaries of the ANC and the ANC has protested this application; and

WHEREAS, the parties desire to enter into this Settlement Agreement in order to reflect their understandings regarding certain aspects of the Licensee's operations;<sup>1</sup>

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions provided below, the parties agree as follows:

#### **1. Maximum Seating**

The sidewalk café seating shall not exceed twenty-eight (28) or any lesser number as indicated on the Public Space Permit. Licensee shall not configure seating to exceed 8 seats with tables conjoined.

#### **2. Hours & Dates of Operation**

The hours of operation and sales of alcoholic beverages on the sidewalk café shall be as indicated on the Public Space Permit; however those hours of operations and sales shall not exceed the hours as follow:

Sunday through Thursday: 11:00am to 9:00pm; and  
Friday and Saturday: 11:00am to 10:00pm

---

<sup>1</sup> ANC 2A believes this proposed sidewalk cafe is prohibited by Title 11 DC Municipal Regulations, Chapter 3, sections 351.2 and 350.4 (c) (Zoning Regulations). However, due to the zoning administrator's letter of November 24, 2014, stating that the Zoning Regulations do not prohibit a sidewalk café, the ANC has elected to participate in this ABRA settlement agreement so as to proactively advance community interest until such time as the Board of Zoning Adjustment (BZA) can issue a judgement relative to ANC2A's appeal of the process and findings pertaining to the above referenced letter.

After the conclusion of nightly service on the sidewalk café, Licensee agrees to stack and secure chairs and tables, either on the sidewalk café or inside the premises, in a manner to reasonably prevent after hours use of the sidewalk café furniture.

The sidewalk café may operate seasonally from March 01 through November 25 (or as otherwise limited by the Public Space Permit). At the conclusion of the sidewalk café season, aforementioned, Licensee will cease food and beverage service on the sidewalk café. However, Licensee may retain up to three (3) tables and twelve (12) seats on the sidewalk café for hotel guests' use (for consumption of non-alcoholic beverages brought from inside the premises) during the hours authorized in Section 2 herein. After the conclusion of seasonal service on the sidewalk café, all other furniture is to be removed from the sidewalk café and stored either inside the premises or off site.

### **3. Furniture, Signage & Patron Seating**

The sidewalk café furniture shall be consistent with that furniture approved as part of the Public Space Permit. Sandwich board signs and A-frame signs are not permitted. Signage on umbrellas, including third party signage, is not permitted. Patrons and guests desiring to sit at the sidewalk café are to wait to be seated inside the Licensee's lobby until the host directs them to their table. Licensee is permitted to use table tents on sidewalk café tables to inform guests to enter the hotel premises to be assigned seating on the sidewalk café.

### **4. Public Way**

The operations of the sidewalk café shall not obstruct the pedestrian walkway (the brick walkway nearest the street curb) or passage to the entrances or exits of the premises or to those of its neighboring structures.

### **5. Music & Entertainment**

Licensee shall not offer entertainment or recorded music on the sidewalk café. This prohibition shall include any television or monitors and any system for music production and amplification. Licensee shall take all reasonable actions to minimize noise generated from the sidewalk café. The sculpture currently on the sidewalk café shall be moved to the south side of the sidewalk café nearest to the neighboring residence for noise abatement purposes (to the extent that it is practicable). The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed inside the premises, except when persons are in the act of using the door for ingress to or egress from the premises.

### **6. Trash Pick Up & Parking**

To maintain peace, order, and quiet of the surrounding neighborhood, Licensee shall contract with refuse collection service that they do not pick up refuse prior to 8:00am. Licensee shall take reasonable efforts to ensure that guests, patrons and employees use only the parking spaces designated for the Licensee's establishment. Licensee shall take reasonable efforts to discourage guests, patrons and employees from parking in spaces designated for neighboring buildings in Queen Annes Lane NW and in Hughes Mews Street NW. These efforts may include having appropriate staff members

remind guests, patrons and employees, who are not using the Licensee-provided valet service, that parking is prohibited in Queen Annes Lane NW and in Hughes Mews Street NW.

**7. Licensee Point of Contact**

The ANC acknowledges having received the contact information for the Licensee's management team, including the General Manager. Licensee will provide the ANC with new contact information for successive management staff, including the General Manager. The ANC is encouraged to contact the Licensee or the General Manager directly regarding complaints related to this Agreement including, but not limited to, complaints of noise, parking congestion, traffic congestion, trash, or rodents.

**8. Notice & Opportunity to Cure**

In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have ten (10) days from the receipt of notice to cure the alleged breach. If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than ten (10) days to cure, efforts to cure the breach have not been commenced—failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Licensee: Joe Giannino, General Manager  
Alamac, Inc. c/o The River Inn  
924 25<sup>th</sup> Street, NW  
Washington, DC 20037

With CC to: Aaron Katz, President  
Modus Hotels  
1600 L Street, NW, Suite 600  
Washington, DC 20036

If to the ANC: Patrick Kennedy, Chairman  
Advisory Neighborhood Commission 2A  
2020 Pennsylvania Avenue, NW #293  
Washington, DC 20006  
2A01@anc.dc.gov

Either party may change its notice address or alert each other to successors of the above-identified individuals by written notice to the other. 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.

**9. Incorporation of Settlement Agreement**

The Licensee acknowledges that the ANC is relying on the foregoing commitments and will withdraw the protest which heretofore has been filed with the ABC Board. The parties jointly request that this Agreement be incorporated into the ABC Board's order approving the pending sidewalk café endorsement application.

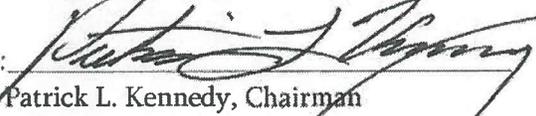
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ALAMAC, INC.

By: \_\_\_\_\_  
Conrad Cafritz, President

*Adam Katz*  
President/CEO Potomac Hospitality Services, Inc  
dba Madus Hotels  
for Conrad Cafritz Manager of  
Alamac, Inc.

ADVISORY NEIGHBORHOOD COMMISSION 2A

By:   
Patrick L. Kennedy, Chairman

6/12/2015