

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

_____)	
In the Matter of:)	
)	
Esteban Ramirez & Francisco Nunez)	
t/a Carolina Palace)	
)	
Application for a Substantial Change)	License No. 21055
and an Entertainment Endorsement)	Case No. 33063-08/007
to its Retailer's Class "CR" License)	Order No. 2008-188
at premises)	
)	
3700 14 th Street, N.W.)	
Washington, D.C.)	
_____)	

Esteban Ramirez & Francisco Nunez, t/a Carolina Palace Applicant

Joseph Martin, Chair, and Maggie Biscarr, on behalf of Advisory Neighborhood Commission, 4C, and Liesel Heeter, Anna Nzuwah, Teri Rucker, Anna Stewart and LeWayne Magruder, (A Group of Five or More Individuals), Protestants

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application filed by Esteban Ramirez & Francisco Nunez t/a Carolina Palace, for a Substantial Change to its Retailer's Class "CR" license, to extend its hours of operation and for an Entertainment Endorsement to offer entertainment and dancing, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on November 14, 2007, in accordance with D.C. Official Code § 25-601 (2001). Joseph Martin, Chair, on behalf of Advisory Neighborhood Commission, (ANC) 4C, filed a timely protest by letter dated October 10, 2007. Liesel Heeter, Anna Nzuwah, Teri Rucker, Anna Stewart and LeWayne Magruder, (A Group of Five or More Individuals), filed a timely letter of opposition dated October 29, 2007.


**Esteban Ramirez & Francisco Nunez
t/a Carolina Palace
License No. 21055
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The official records of the Board reflect that the Parties have reached an agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Agreement, dated April 5, 2008, the Protestants have agreed to withdraw the protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.


Accordingly, it is this 14th day of May 2008, **ORDERED** that:

1. The protests of ANC 4C and the Group of Five or More Individuals are **WITHDRAWN**;
2. The Application filed by Esteban Ramirez & Francisco Nunez t/a Carolina Palace, to renew its Retailer's Class "CR" license, at 3700 14th Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Applicant and to the Protestants.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Judy A. Moy, Member


Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

Voluntary Agreement for Carolina Palace

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

RE: license application #21055 Carolina Palace, 3700 14th Street, N.W., Washington, DC

REC'D BY _____

Preamble

Entered into this 5th day of April, between Esteban Ramirez ("Licensee") and Maggie Biscarr (ANC4C04) on behalf of ANC4C and Liesl Heeter on behalf of the group of five or more neighbors.

Whereas, Esteban Ramirez t/a Carolina Palace ("Licensee") has applied for an ABC Class CR01 license for the premises located at 3700 14th Street, N.W., Washington, DC ("Establishment"), Case No. 21055;

and

Whereas, ANC4C and a group of five or more residents have filed a protest to the issues of the license and application for an entertainment endorsement and extended hours of operation

Now, therefore, in consideration of the mutual covenants and undertakings set forth herein, the Parties agree to the following:

General

1. That the Licensee is the true and actual owner of the establishment for which the license is sought; that the Licensee intends to carry out the business in the establishment for itself and not as the agent of any other individual, partnership, association, or corporation not identified in the application, and that the establishment will be managed by the Licensee's principals in person or by a manager approved by the District of Columbia Alcoholic Beverage Control Board.
2. That the Licensee will maintain a CR01 license.
3. That Licensee will comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class CR01 license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Licensee.
4. That the Licensee, its officers and employees, will cooperate with the Advisory Neighborhood Commission 4C ("ANC") to address any alleged violation of the laws and regulations referred to in Paragraph 1 above and in any request that the appropriate enforcement agency investigate an alleged violation.
5. That the Licensee will maintain a copy of this voluntary agreement on the premises at all times and make it available upon request to residents, Metropolitan Police Department, ABRA inspectors, Advisory Neighborhood Commissioners and other city officials.
6. That the Licensee agrees, pursuant to DC Code § 25-101(43) and § 25-113, to have the sale of food account for at least 45 percent of gross annual receipts or annual food sales of

at least \$2,000 per occupant as determined by the establishment's Board-approved Certificate of Occupancy.

7. That the Licensee will provide written notice to ANC4C within five (5) days of filing a transfer application with ABRA.

8. That the Licensee agrees to meet quarterly at either the Licensee's location or a location mutually agreeable to both parties, if so requested by ANC4C.

Hours

9. That the Licensee's hours of operation are 11 AM – 2 AM Sunday through Thursday and 11 AM- 3AM Friday and Saturday. That the Licensee will not serve alcoholic beverages after the following hours: 2 AM on Sunday through Thursday, and 3 AM on Friday and Saturday. There will be a last call for alcoholic beverages fifteen (15) minutes prior to those hours, at which time the limit on service will be one drink per person. The Licensee further agrees that it will keep the kitchen open in the establishment to serve food as required by law until 2 hours before closing on all days of the week.

10. That the Licensee further agrees that all patrons shall leave the establishment on or before the above closing times.

Security

11. That the Licensee agrees to hire private security to patrol the surrounding area from one hour before closing until one hour after closing (1 am – 4 am) on Sunday evenings/Monday mornings. Whether the protestors sign the voluntary agreement is contingent upon the Licensee providing a written agreement showing the hiring of private security within one week of this agreement being approved by ABRA for signing.

12. That the Licensee agrees to provide a wall-mounted, downward facing light in the rear of the establishment to provide additional security for patrons and employees within one week of the signing of this voluntary agreement.

13. That the Licensee agrees that the side door shall be locked from the outside, and used by patrons as an emergency exit only. The Licensee agrees that the kitchen door stays closed except for trash removal.

14. The Licensee agrees to notify the Metropolitan Police Department (MPD) in all incidents of concern including, but not limited to, disagreements, fights, and disorderly conduct and to maintain an incident/MPD call log book.

Property Maintenance and Trash Removal

15. That the Licensee will keep the public space in front of and around the establishment, including the sidewalk and alley behind the establishment, free of debris and trash, and at the close of each business day Licensee will sweep, remove litter from, and wash the area extending from the establishment's property to the curb in front and along side the establishment, including the sidewalk and alley.

16. That the Licensee agrees to be in full and complete compliance with all applicable DC trash and rat control ordinances.

Specifically, Licensee shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain securely closed at all times. The Licensee shall ensure that all containers shall be sufficient to contain all trash, garbage and recycled materials generated by the establishment, and to assure that trash, garbage, and recycled materials are removed either on weekdays or on weekends only after 9 am.

17. That the Licensee and his security personnel will discourage loitering in front of the establishment.

18. That the Licensee will work with ABRA to develop a security plan for Carolina Palace which he will submit no later than March 20, 2008 for the ABC Board's review and approval. This plan should address: dispersal of patrons in an orderly, peaceful and quiet fashion during hours and after closing, prompt notification of MPD in case of incidents of concern and fights, refusal of service to intoxicated patrons, installation of a security camera inside, and searching patrons for weapons. The protesters' signing of this voluntary agreement is contingent upon the Licensee having an ABRA-approved security plan.

19. That the Licensee will keep signs posted at all times in the establishment in both English and Spanish requesting its patrons to behave responsibly when exiting the premises: no littering, no loitering, no excessive noise, and no public urination.

20. That the Licensee agrees to work cooperatively with ANC4C to improve the overall environment along 14th Street and Spring Road to make it a cleaner and more secure area for residents, customers and businesses, and that Licensee agrees to participate in ANC4C-sponsored clean-up events.

Service of Alcoholic Beverages

21. That the Licensee will not knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits or to any person who appears to be intoxicated.

22. That the Licensee will not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited. That Licensee will require all patrons to produce valid proof of age in order to be served alcoholic beverages.

23. That the Licensee will not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service.

24. That the Licensee will not provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming beverages."

25. That the Licensee will assure that all alcoholic beverage serving staff receive appropriate training in the sale, service and handling of alcoholic beverages. Licensee will also assure that the ABC approved manager or approved corporate officer on duty in the establishment has received training of the type offered by TIPS, and is displaying identification as an ABC

approved manager.

26. That the Licensee agrees to ensure that all staff receive up-to-date training in the sale, service and handling of alcoholic beverages.

27. That the Licensee will not: serve pitchers or offer any promotion for free or two-for-one alcoholic beverages.

28. That the Licensee will not place any alcoholic beverage signage or advertising in any window of the establishment, or permanently obscure the windows of the establishment or hang any banner outside the establishment that is not authorized by permit.

29. That the Licensee will not sell, deliver, or allow consumption of alcohol before or after legal hours of sale, as modified by this Voluntary Agreement.

Noise

Noise/Music/Dancing: The protestors oppose the granting of an entertainment endorsement to the Licensee. However, if the ABC Board grants the entertainment endorsement applied for by the Licensee, both parties agree to the following:

30. That the Licensee acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

i) 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 D.C. Official Code § 25-725 (2001). Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20DCMR, Chapters 27 and 28, as amended.

ii) The windows of the premises will be kept closed at all times during business hours when live music is being played, or a sound amplification device is being employed, or any other activity which requires an entertainment endorsement.

iii) The doors of the premises will be kept closed at all times during business hours when live music is being played, or a sound amplification device is being employed, or any other activity which requires an entertainment endorsement, except when persons are in the act of using the front door for ingress to or egress from the premises.

iv) Music, sounds and noise from inside shall not be heard outside the building from a residential property, except for sounds, noises, or music occasioned by normal opening of entrance and exit doors for the purpose of ingress and egress.

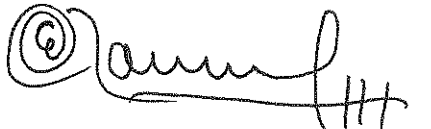
Modification to Agreement

This agreement may be modified only by the ABC Board or by mutual agreement of all parties with the approval of the ABC Board.


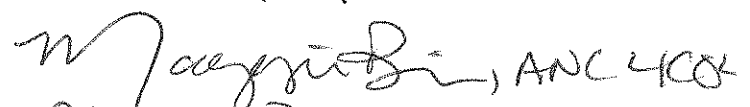
Withdrawal of protest and signature pages

Provided that the foregoing voluntary agreement is approved by the ABC Board, ANC4C and the residents agree to withdraw the protest of license application #21055 for Carolina Palace, 3700 14th Street, NW.

APPLICANT:


ESTEBAN RAMIREZ

PROTESTANTS:


LIESL HEETER

Maggie Biscarr, ANC 4C08
Commissioner, ANC 4C04