

Advisory Neighborhood Commission 6D

Business Meeting
St. Augustine's Episcopal Church
January 11, 2010
Andy Litsky, Chairman

January Minutes

As Approved by ANC 6D on February 25, 2010

Commissioner Litsky called the meeting to order at 7:10 p.m.

Present: Commissioners Hamilton, Jorgensen, Litsky, McBee, Moffatt, Siegel, Sobelsohn.

1. Agenda.

With no motion or objection, the proposed agenda was amended at the suggestions of the following Commissioners to adjust the following items: Jorgensen to move discussion of Justin's Café's liquor-license application to directly after the rest of the Alcohol Beverage Control Committee report; Sobelsohn to move officer elections to directly after the Chairman's Report. Commissioner Moffatt moved/Commissioner Siegel seconded to approve the agenda as amended. The motion passed 6-1, with Commissioner Sobelsohn opposed.

2. December Minutes.

Commissioner Sobelsohn moved/Commissioner Hamilton seconded to approve the proposed December 14, 2009 minutes. The motion passed 6-1, with Commissioner Moffatt opposed.

3. Meetings in 2010.

Commissioner Moffatt moved/Commissioner McBee seconded for ANC 6D to hold public business meetings in 2010 on the second Monday of each month, except to have no meeting in August 2010 and to meet in October on the third Monday, October 18, 2010. The motion passed 6-1, with Commissioner Sobelsohn opposed. Commissioner Litsky announced that ANC 6D's next business meeting will start 7 p.m. Monday, February 8, in the sanctuary of St. Augustine's Episcopal Church, 600 M St., SW.

4. Action Items.

a. Development.

1) Randall Junior High School.

In fall 2007, as a future home for its College of Art and Design, the Corcoran Gallery of Art purchased (from the city) the former Randall Junior High School at 65 I St., SW. Around that time, this ANC executed community agreements with the Corcoran and its development partner, MR Randall Capital LLC. In January 2008, the DC Zoning Commission approved a Planned Unit Development (PUD) for the property. The PUD contemplated joint development by the Corcoran and MR Randall Capital. In September 2008, MR Randall Capital withdrew from the project. Under the PUD, the Corcoran must file for a building permit by March 21, 2010. On December 30, 2009, the Corcoran applied for a two-year extension on its PUD. Commissioner Sobelsohn moved/Commissioner McBee seconded a resolution conditionally urging the Zoning Commission to grant the two-year extension. Commissioner Moffatt moved/Commissioner Hamilton seconded to amend the resolution by replacing a paragraph in which this ANC would "pledge to meet with the Corcoran's eventual replacement development partner" with a paragraph in which this ANC would "urge the Zoning Commission to require any eventual replacement development partner to agree to the Original Community Agreement this ANC had with MR Randall unless that replacement development partner makes application for modification of the PUD." The motion to amend passed, 6-1, with Commissioner Sobelsohn opposed. Commissioner Siegel moved/Commissioner Hamilton seconded to replace, in the resolution's last paragraph, the phrase "appoint Commissioner David Sobelsohn" with the phrase "appoint both Commissioner David Sobelsohn and the ANC 6D chair." The motion to amend passed without objection. The underlying motion, as amended, passed 7-0. A copy of the resolution, as amended, is attached to these minutes.

2) Potbelly Sandwich Works.

In fall 2007, the DC Department of Transportation (DDOT) Public Space Management Branch granted Potbelly Sandwich Works permission to set tables and chairs on the sidewalk in front of 409 3d St., SW. Potbelly recently applied to expand its permit. Commissioner Sobelsohn moved/Commissioner McBee seconded a resolution to support Potbelly's permit expansion, conditioned on a community agreement signed by Potbelly and this ANC. Both the resolution and the signed community agreement are attached to these minutes. The motion passed 5-0, with Commissioners Litsky and Moffatt abstaining.

3) Consolidated Forensic Lab.

Dr. William T. Vosburgh, director of the DC Consolidated Forensic Lab (CFL), presented a recommendation by DDOT's Urban Forestry Administration (UFA). The CFL is to be part of the redevelopment of Squares 494 (the northeast corner of E and 6th St., SW) and 495 (the southwest corner of E and 4th St., SW). As part of the project, UFA recommends removal of five oak trees on E Street, including four adjacent to the CFL site and one adjacent to the existing Engine 13 firehouse. A map is attached to these minutes showing the location of the trees to be removed. According to UFA, excavation to work on "existing utilities" and "sidewalk installation" will cause "severely compromised root systems" and "the death of the trees," so that leaving the trees standing "would constitute an immediate hazard." The CFL's Tree Removal and Replacement Plan includes planting 19 new oak trees in and around the CFL (15 in public space, four in private space). Commissioner Jorgensen moved/Commissioner Sobelsohn seconded to send a letter to DDOT supporting a Special Tree Removal Permit for the five oak trees. The motion passed 5-2, with Commissioners Hamilton and Moffatt opposed.

Vosburgh assured the ANC that the sidewalk on the west side of 4th St., SW, will stay open during CFL construction.

b. Liquor Licenses.

1) Single-Sale Exceptions.

DC law prohibits class A and B liquor licensees in Ward Six from selling either single containers of beer, malt liquor, or ale, or half-pint (or smaller) containers of spirits. DC law also authorizes the Alcoholic Beverage Control Board (ABC Board) to approve case-by-case exceptions. Last year, three ANC 6D licensees obtained one-year exceptions from the prohibition. Each licensee now seeks continued exception, to run with the term of its liquor license. ANC 6D Alcohol Beverage Control Committee (ABC Committee) chair Coralie Farlee reported that her committee had reviewed a draft voluntary agreement (VA) with each of the three licensees, negotiated revisions, and--conditioned on those revised VAs--recommends ANC support for continued exception for all three licensees.

a) Cap Liquors.

Cap Liquors operates a liquor store at 1301 South Capitol St., SW. Commissioner Hamilton moved/Commissioner Jorgensen seconded to advise the ABC Board to grant Cap Liquors continued exception from the Ward Six single-sales prohibition, conditioned on a proposed VA between this ANC and Cap Liquors. Without motion or objection, the proposed VA was amended to add, on page two, under "Hours of Operation and Sales," after "clear plastic bags," the phrase "that are printed with a phrase that encourages recycling such as 'Please recycle this bag.'" As amended, the VA is attached to these minutes. The motion passed 6-1, with Commissioner Sobelsohn opposed.

b) Shulman Liquors.

Shulman Liquors operates a liquor store at 1550 1st St., SW. Commissioner Moffatt moved/Commissioner McBee seconded to advise the ABC Board to grant Shulman Liquors continued exception from the Ward Six single-sales prohibition, conditioned on a proposed VA between this ANC and Shulman Liquors. The VA is attached to these minutes. The motion passed 6-1, with Commissioner Sobelsohn opposed.

c) Friendly Food Market.

Friendly Food Market sells alcohol from its store at 1339 Half St., SW. Commissioner Hamilton moved/Commissioner Moffatt seconded to advise the ABC Board to grant Friendly Food Market continued exception from the Ward Six single-sales prohibition, conditioned on a proposed VA between this ANC and Friendly Food Market. The VA is attached to these minutes. The motion passed 6-1, with Commissioner Sobelsohn opposed.

2) Justin's Café.

Justin Ross has applied for a class CR (restaurant) liquor license for "Justin's Café," on the ground floor of 1025 1st St., SE. ABC Committee chair Farlee reported her committee's recommendation that the ANC support, for Justin's, both a

stipulated (interim) class CR liquor license as well as an ongoing class CR liquor license, both conditioned on the proposed VA attached to these minutes. Commissioner Siegel moved/Commissioner Sobelsohn seconded to support a stipulated license for Justin's, conditioned on inclusion in the license of the proposed VA. The motion passed 6-0, with Commissioner Moffatt abstaining. Commissioner Siegel moved/Commissioner Sobelsohn seconded to support an ongoing class CR liquor license for Justin's, conditioned on inclusion, in the license, of the same VA. Commissioner Sobelsohn moved to table the motion. The motion failed for want of a second. The motion passed 6-1, with Commissioner Moffatt opposed.

c. Finances.

1) Monthly Report.

Commissioner Jorgensen moved/Commissioner Moffatt seconded to accept the treasurer's report for January 2010, a copy of which is attached to these minutes. The motion passed 6-1, with Commissioner Sobelsohn opposed.

2) Quarterly Report.

Commissioner Jorgensen moved/Commissioner Moffatt seconded to accept the treasurer's October-December 2009 Quarterly Report, a copy of which is attached to these minutes. The motion passed 7-0.

3) ANC Security Fund.

Commissioner Jorgensen moved/Commissioner Siegel seconded to approve ANC 6D enrollment in the ANC Security Fund for 2010; and to authorize the ANC treasurer to write a \$25 ANC 6D check for such enrollment. The motion passed, 7-0.

d. Election of 2010 Officers.

Gottlieb Simon, director of the Office of Advisory Neighborhood Commissions, presided over the election of 2010 ANC 6D officers. Commissioner Litsky nominated Commissioner McBee as Chair, Commissioner Hamilton nominated Commissioner Siegel as Vice-Chair, Commissioner Jorgensen nominated Commissioner Sobelsohn as Secretary, and Commissioner Sobelsohn nominated Commissioner Jorgensen as Treasurer. With no other nominations Simon declared Commissioner McBee elected as Chair, Commissioner Siegel elected as Vice-Chair, Commissioner Sobelsohn elected as Secretary, and Commissioner Jorgensen elected as Treasurer.

5. Announcements and Reports.

a. MPD Safety Report.

Officer Jeffrey Newbold gave a verbal and written safety report for the 1st District Metropolitan Police Department. His verbal report focused on Police Service Area 104 (Southwest), while his written report covers the whole 1st District.

b. ANC 6D Fix-It Program.

Joshua Hopkins, of the mayor's Office of Community Relations & Services, updated the ANC on the mayor's "Fix-It" program, for which Hopkins surveyed ANC 6D problems on November 24, 2009.

c. Marine Barracks.

Bruce Jackson, project manager for the 8th Street Marine Barracks' "Community Integrated Master Plan," announced an "Open Forum" Wednesday, January 27, 2010, from 5-8 p.m., at Eastern Market's North Hall, North Carolina Ave. at 7th St., SE. The Open Forum will explore potential partnerships with developers, property owners, city government, and public schools to cure what Jackson called a Marine Barracks "facilities deficiency."

d. Chairman's Report.

Commissioner Litsky announced a January 23 City Council hearing on utility rates and his opposition to the mayor's nominee for People's Counsel.

6. Extension of Time and Adjournment.

Commissioner Moffatt moved/Commissioner Siegel seconded to extend the time of the meeting to 10:15 p.m. The motion

passed 6-1, with Commissioner Sobelsohn opposed. At 10:10 Commissioner Sobelsohn moved/Commissioner Moffatt seconded to adjourn. The motion passed 7-0. The meeting adjourned at 10:10 p.m.



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VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 11th day of January 2010 by and between RS Liquors, Inc., trading as Cap Liquors (“Applicant”), and Advisory Neighborhood Commission 6D (“Protestant”), (collectively, the “Parties”). This Voluntary Agreement updates and replaces the Voluntary Agreement between Cap Liquors and ANC6D dated 9 December 2008.

W I T N E S S E T H

WHEREAS, Applicant requests continued exception to the ban on the sale of single containers of beer, malt liquor or ale, and half pints or less of spirits for License Retail Class **A**, **a business establishment** (“Establishment”) located at 1301 South Capital Street, SW, Washington, D.C. (“Premises”);

WHEREAS, the **Parties** have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s request for exemption conditioned upon the Applicant’s compliance with the terms of this written Agreement; **and**

WHEREAS, the **Parties** are desirous of ensuring the operation and maintenance of the establishment, pursuant to D.C. Official Code § 25-446 in such a manner as to **minimize the effect on (i)** the peace, order and quiet of the neighborhood **and (ii) pedestrian safety and vehicular traffic**, and to eliminate the need for a Protest Hearing regarding the application for exception to the ban on sale of single containers of beer, malt liquor or ale and half pints of spirits or less.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the **Parties** agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant will manage and operate an establishment which

includes the sales of beer, malt liquor or ale, and including half pints or less of spirits, as well as other types of spirits and food. Applicant is authorized to sell, give, offer, expose for sale or deliver beer, malt liquor or ale with a capacity of 70 ounces or less, and to sell half pints or less of spirits. Any change from this model shall be considered by both **Parties** to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

3. **Hours of Operation and Sales.** The Applicant’s hours of operation shall be as follows:

Sunday: closed
Monday through Thursday: 10:00 a.m. to 9:00 p.m.
Friday and Saturday: 10:00 a.m. to 10:00 p.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday: closed
Monday through Thursday: 10:00 a.m. to 9:00 p.m.
Friday and Saturday: 10:00 a.m. to 10:00 p.m.

The applicant shall prohibit school-aged minors from patronizing the establishment during all school hours, except when accompanied by an adult.

The applicant shall not sell or provide single cups of ice or single cups.

The applicant shall place all purchases of single beers and half pints of spirits or less in clear plastic bags. [Source: <http://green.dc.gov:80/green/cwp/view.a>, 1248,q,463137,PM,1.asp]

The applicant shall request from all patrons wishing to purchase beer, wine, or spirits an identification document issued by an agency of local, state, or federal government. Such document must contain the name, date of birth, signature, and photograph of the bearer. Applicant shall post signs advising patrons that two (2) forms of identification may be required for the purchase of alcoholic beverages. The applicant is not required to request identification document(s) from frequent patrons or those appearing to be seniors.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the first floor of the building.
5. ***Parking/Valet Arrangements.*** It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate residential parking problems. Applicant shall encourage clientele to park in the establishment's private parking lot while conducting business with the establishment.
6. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end applicant agrees to not interfere with the peace, order, and quiet of the community by making efforts, including but not limited to posting signs to prohibit such elements as: loud noise and rowdiness of patrons on or near the establishment; loitering on or near the establishment; revving of engines by clientele on or near the establishment.
7. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), 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 assure that refuse and other materials are promptly removed. The Applicant shall place a dumpster in the vicinity of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and free of trash and debris and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant shall keep the establishment clean and well lit and shall keep the adjacent property free of litter related to the establishment. The area of this property includes the West side of South Capitol Street, SW from N to O Streets, and on the South Side of N Street, SW, to Half Street, S. W. The applicant shall also take such actions as are necessary to prohibit criminal activity on or near the establishment. Applicant shall make reasonable efforts to prohibit public urination and defecation by its clientele within the area around the Establishment described above. Applicant shall post signs both inside and outside of the Establishment indicating to customers that it is illegal to open a container of alcohol inside the Establishment and to carry or drink from open containers of beer or liquor in open public space.

8. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide evidence of its pest control service upon the request of the **Protestants**. **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.**

9. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant shall monitor for and prohibit 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. Applicant shall not knowingly sell alcoholic beverages to an intoxicated person. Applicant shall discourage loitering in the vicinity of the Premises and shall post signs to that effect. Applicant shall maintain medium to high levels of lighting in the area surrounding the Establishment to make the Establishment visible after dark. Applicant shall maintain inside and outside cameras which record and store activity for a 30-day period. Applicant shall be diligent in maintaining appropriate security by assigning a worker to perform the security responsibilities for the day or on an on-going basis and/or by the Applicant assuming the role of securing the Establishment to discourage current or potential loiterers both inside and outside at all times when the Establishment is open to the public. Applicant shall work with Commander of First District, MPD or a designee to ensure that persons recognized as loiterers are barred from the surrounding premises. Applicant shall become familiar with and utilize, as necessary, the Metropolitan Police Department's "barring notice" process used for shoplifters, disorderly people and/or intoxicated persons who need to be barred from the premises for the next twelve months. Applicant shall maintain a log to record incidents for which MPD calls for service have been initiated by applicant, shall enter in the log the name of the person in the Establishment who made the calls, and shall annotate the log to indicate action taken. This log shall be provided to the ANC or a representative if requested.

10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to **Protestants** 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, and agrees that **Protestants** shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.

11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the **Protestants**, and the community for which the ANC acts. To this end, Applicant shall, at least quarterly, be represented at ABC Committee meetings as well as ANC6D public meetings. The ANC6D public meetings currently occur on the second Monday of each month at 7:00 p.m. at St. Augustine's Episcopal Church, 6th & M Streets, S. W., Washington, D.C. 20024 (there is no meeting in August, and the October meeting is on the third Monday).

Applicant shall advertise employment opportunities to eligible persons within the immediate community, where such employment opportunities exist.

Applicant shall establish and maintain partnerships with the Parent-Teachers Association (PTA) of Amidon-Bowen and Jefferson Middle Schools by working with the PTA presidents or established representatives. Such partnerships shall include meetings to determine needs and types of support that the Applicant can provide to the Association to assist the parents and children that attend the schools and reside in the community.

Applicant shall develop and participate in a neighborhood campaign, in collaboration with resident councils, youth coalitions and other neighborhood groups, to raise awareness to youth in the community of the dangers of alcohol and drug abuse. This awareness campaign shall include posting flyers and distributing other literature twice a year to youth as well as initiating meetings with neighborhood groups and youth.



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VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 11th day of January 2010 by and between Lucky Times Liquors, LLC t/a Shulman Liquors (“Applicant”), and Advisory Neighborhood Commission 6D (“Protestant”), (collectively, the “Parties”). **This Voluntary Agreement updates and replaces the Voluntary Agreement between Shulman Liquors and ANC6D dated 9 December 2008.**

W I T N E S S E T H

WHEREAS, Applicant has requested continued exception to the ban on the sale of single containers of beer, malt liquor or ale, and half pints or less of spirits for License Retail Class **A**, **a business establishment (“Establishment”)** located at 1550 1st Street, SW, Washington, D.C. (**“Premises”**);

WHEREAS, the **Parties** have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s request for exemption conditioned upon the Applicant’s compliance with the terms of this written Agreement; **and**

WHEREAS, the **Parties** are desirous of ensuring the operation and maintenance of the establishment, pursuant to D.C. Official Code § 25-446 in such a manner as to **minimize the effect on (i)** the peace, order and quiet of the neighborhood **and (ii) pedestrian safety and vehicular traffic**, and to eliminate the need for a Protest Hearing regarding the application for exception to the ban on sale of single containers of beer, malt liquor or ale and half pints of spirits or less.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the **Parties** agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant will manage and operate an establishment which

includes the sales of beer, malt liquor or ale, and including half pints or less of spirits, as well as other types of spirits and food. Applicant is authorized to sell, give, offer, expose for sale or deliver beer, malt liquor or ale with a capacity of 70 ounces or less, and to sell half pints or less of spirits. Any change from this model shall be considered by both **Parties** to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

3. **Hours of Operation and Sales.** The Applicant’s hours of operation shall be as follows:

Sunday: closed
Monday through Thursday: 9:00 a.m. to 9:00 p.m.
Friday and Saturday: 9:00 a.m. to 10:00 p.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday: closed
Monday through Thursday: 9:00 a.m. to 9:00 p.m.
Friday and Saturday: 9:00 a.m. to 10:00 p.m.

The applicant shall prohibit school-aged minors from patronizing the establishment during all school hours, except when accompanied by an adult.

The applicant shall not sell or provide single cups of ice or single cups.

The applicant shall place all purchases of single beers and half pints of spirits or less in clear plastic bags that are printed with a phrase that encourages recycling such as "Please recycle this bag." [Source: <http://green.dc.gov:80/green/cwp/view,a,1248,q,463137,PM,1.asp>]

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the first floor of the building.
5. **Parking/Valet Arrangements.** It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate residential parking problems. Applicant shall encourage clientele to park in the establishment's private parking lot while conducting business with the establishment.
6. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end applicant agrees to not interfere with the peace, order, and quiet of the community by making efforts, including but not limited to posting signs to prohibit such elements as: loud noise and rowdiness of patrons on or near the establishment; loitering on or near the establishment; revving of engines by clientele on or near the establishment.
7. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), 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 assure that refuse and other materials are promptly removed. The Applicant shall place a dumpster in the vicinity of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and free of trash and debris and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant shall keep the establishment clean and well lit and shall keep the adjacent property and within 200 feet thereof, free of litter related to the establishment; and shall take such actions as are necessary to prohibit criminal activity on or near the establishment. Applicant shall make reasonable efforts to prohibit public urination and defecation by its clientele within 200 feet of the establishment. Applicant shall post signs both inside and outside of the Establishment indicating to customers that it is illegal open a container of alcohol inside the Establishment and to carry or drink from open containers of beer or liquor in open public space.
8. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestants. 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.
9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall monitor for

and prohibit 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. Applicant shall not knowingly sell alcoholic beverages to an intoxicated person. Applicant shall discourage loitering in the vicinity of the **Premises** and shall post signs to that effect. Applicant shall maintain medium to high levels of lighting in the area surrounding the Establishment to make the Establishment visible after dark. Applicant shall maintain inside and outside cameras which record and store activity for a 30-day period. Applicant shall be diligent in maintaining appropriate security by assigning a worker to perform the security responsibilities for the day or on an on-going basis and/or by the Applicant assuming the role of securing the Establishment to discourage current or potential loiterers both inside and outside at all times when the Establishment is open to the public. Applicant shall work with Commander of First District, MPD or a designee to ensure that persons recognized as loiterers are barred from the surrounding premises. Applicant shall become familiar with and utilize, as necessary, the Metropolitan Police Department's "barring notice" process used for shoplifters, disorderly people and/or intoxicated persons who need to be barred from the premises for the next twelve months. Applicant shall maintain a log to record incidents for which MPD calls for service have been initiated by applicant, shall enter into the log the name of the person in the Establishment who made the calls, and shall annotate the log to indicate action taken. This log shall be provided to the ANC or a representative if requested.

10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to **Protestants** 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, and agrees that **Protestants** shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the **Protestants**, and the community for which the ANC acts. To this end, Applicant shall attend or send a representative to six (6) Alcohol Beverage Control meetings each year and six (6) ANC6D public meetings each year. The ANC6D meetings currently occur on the second Monday of each month at 7:00 p.m. at St. Augustine's Episcopal Church, 6th & M Streets, S. W., Washington, D.C. 20024 (there is no meeting in August, and the October meeting is on the third Monday). Applicant shall advertise employment opportunities to eligible persons within the immediate community, where such employment opportunities exist.

Applicant shall provide mentorship and job readiness skills to three youth in the neighborhood (ages 16-23) a year.

Applicant shall develop and participate in a neighborhood campaign, in collaboration with resident councils, youth coalitions and other neighborhood groups, to raise awareness to youth in the community of the dangers of alcohol and drug abuse. This awareness campaign shall include posting flyers and distributing other literature twice a year to youth as well as initiating meetings with neighborhood groups and youth.

Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement.

12. ***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 30 days of the date of such notice. 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 ABC 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 following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Name of Establishment: Shulman’s Liquors
 Address 1550 1st Street, S. W.
 Washington, DC, 20024

Attn: Arun Phull or Inder Bector
 (202) 488-7660
 FAX: (202) 488-7661

If to Protestants: Advisory Neighborhood Commission 6D
 Address P. O. Box 71156
 Washington, DC 20024
 Attn: Chair
 (202) 554-1795
 Fax (202) 554-1774

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.

When this agreement has been signed by all parties and filed and accepted by the Alcohol and Beverage Regulatory Administration, it will be attached as a condition to the applicant’s license for service of alcoholic beverages on the premises.

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| <p>PROTESTANT:</p> <p>Chair, ABC Committee, ANC6D</p> <p>_____ Date</p> <p>Coralie Farlee</p> <p>Commissioner for ANC6D06</p> <p>_____ Date</p> <p>Rhonda Hamilton</p> <p>ANC6D By: Andy Litsky, Chair</p> <p>_____ Date</p> <p>Signature</p> | <p>APPLICANT:</p> <p>Lucky Times Liquors, LLC, trading as Shulman Liquors</p> <p>_____ Date</p> <p>By: Arun Phull, Co-owner</p> <p>_____ Date</p> <p>Inder Bector, Co-owner</p> <p>_____ Date</p> |
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VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 11th day of January 2010 by and between Friendly David's Market, trading as Friendly Food Market ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties"). This Voluntary Agreement updates and replaces the Voluntary Agreement between Friendly Food Market and ANC6D dated 9 December 2008.

WITNESSETH

WHEREAS, Applicant has applied for continued exception to the ban on the sale of single containers of beer, malt liquor or ale, License Retail Class B, a business establishment ("Establishment") located at 1399 Half Street, SW, Washington, D.C. ("Premises");

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's request for exemption conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of ensuring the operation and maintenance of the establishment, pursuant to D.C. Official Code § 25-446 in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the application for exception to the ban on sale of single containers of beer, malt liquor or ale.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant will manage and operate an establishment which includes the sales of beer, malt liquor or ale, and food. Applicant is authorized to sell, give, offer, expose for sale or deliver beer, malt liquor or ale with a capacity of 70 ounces or less. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:

Sunday: 8:00 a.m. to 10:00 p.m.
Monday through Thursday: 8:00 a.m. to 10:00 p.m.
Friday and Saturday: 8:00 a.m. to 10:00 p.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday: 9:00 a.m. to 9:00 p.m.

Monday through Thursday: 9:00 a.m. to 9:00 p.m.

Friday and Saturday: 9:00 a.m. to 9:00 p.m.

The applicant shall not sell or provide single cups of ice or single cups.

The applicant shall place all purchases of single beers, malt liquor and ale in clear plastic bags that are printed with a phrase that encourages recycling such as "Please recycle this bag." [Source: <http://green.dc.gov:80/green/cwp/view,a,1248,q,463137,PM,1.asp>]

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the first floor of the building.
5. **Parking/Valet Arrangements.** It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate residential parking problems.
6. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end applicant agrees to not interfere with the peace, order, and quiet of the community by making efforts, including but not limited to posting signs to prohibit such elements as: loud noise and rowdiness of patrons on or near the establishment; loitering on or near the establishment; revving of engines by clientele on or near the establishment.
7. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), 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 assure that refuse and other materials are promptly removed. The Applicant shall place at least one dumpster in the vicinity of the building. Applicant shall ensure that the area around the dumpster(s) is kept clean at all times and free of trash and debris and the dumpster(s) are [is] placed such that they do [it does] not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant shall keep the establishment clean and well lit and shall keep the adjacent property and within 200 feet thereof free of litter related to the establishment; and shall take such actions as are necessary to prohibit criminal activity on or near the establishment. The geographic boundaries of the 200 foot area is: 1399 Half Street, S.W. to N Street, S.W.; O Street, S.W. to South Capitol Street project, S.W.; and 1399 Half Street to 15 O Street, S.W. Applicant shall make reasonable efforts to prohibit public urination and defecation by its clientele within 200 feet of the Establishment. Applicant shall post signs on both the outside and inside of the Establishment indicating to customers that it is illegal to open a container of alcohol inside the Establishment and to carry or drink from open containers of beer or liquor in open public space.
8. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestants. 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.
9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall monitor for and prohibit 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. Applicant shall not knowingly sell alcoholic beverages to an intoxicated person. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant shall be diligent in maintaining appropriate security by individually performing or assigning a worker to perform the security responsibilities for the day or on an on-going basis and/or by the Applicant assuming the role of securing the Establishment to discourage current or potential loiterers both inside

and outside at all times when the Establishment is open to the public. Applicant shall work with Commander of First District, MPD or a designee to ensure that persons recognized as loiterers are barred from the surrounding premises. Applicant shall become familiar with and utilize, as necessary, the Metropolitan Police Department's "barring notice" process used for shoplifters, disorderly people and/or intoxicated persons who need to be barred from the premises for the next twelve months. Applicant shall maintain a log to record incidents for which MPD calls for service have been initiated by applicant, shall enter in the log the name of the person in the Establishment who made the calls, and shall annotate the log to indicate action taken. This log shall be provided to the ANC or a representative if requested.

10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to [Protestants](#) 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, and agrees that [Protestants](#) shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the [Protestants](#), and the community for which the ANC acts. To this end, Applicant shall at least quarterly be represented at ABC Committee meetings as well as ANC6D public meetings. The ANC6D public meetings currently occur on the second Monday of each month at 7:00 p.m. at St. Augustine's Episcopal Church, 6th & M Streets, S. W., Washington, D.C. 20024 (there is no meeting in August, and the October meeting is on the third Monday).

Applicant shall advertise employment opportunities to eligible persons within the immediate community, where such employment opportunities exist.

Applicant shall work with the ANC6D Commissioner of Single Member District 06 to develop ways to recognize youth who are doing well in school.

Applicant shall develop and participate in a neighborhood campaign, in collaboration with resident councils, youth coalitions and other neighborhood groups, to raise awareness to youth in the community of the dangers of alcohol and drug abuse. This awareness campaign shall include posting flyers and distributing other literature twice a year to youth as well as initiating meetings with neighborhood groups and youth.

Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement.

12. ***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 30 days of the date of such notice. 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 ABC 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 following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Name of Establishment: Friendly Food Market
Address 1399 Half Street, S. W.

Washington, DC, 20024

Attn: Won Evi Kim

(202) 484-3114

Fax (202) 484-3114

If to Protestants: Advisory Neighborhood Commission 6D

Address P. O. Box 71156

Washington, DC 20024

Attn: Chair

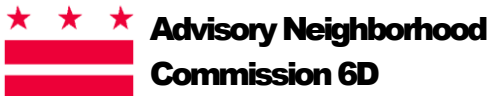
(202) 554-1795

Fax (202) 554-1774

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.

When this agreement has been signed by all parties and filed and accepted by the Alcohol and Beverage Regulatory Administration, it will be attached as a condition to the applicant's license for service of alcoholic beverages on the premises.

| | |
|---|--|
| <p>PROTESTANT:</p> <p>Chair, ABC Committee, ANC6D</p> <p>_____</p> <p>Coralie Farlee Date</p> <p>Commissioner for ANC6D06</p> <p>_____</p> <p>Rhonda Hamilton Date</p> <p>ANC6D</p> <p>By: Andy Litsky, Chair</p> <p>_____</p> <p>Signature Date</p> | <p>APPLICANT:</p> <p>Friendly David's Market trading as Friendly Food Market</p> <p>_____</p> <p>By: Won Evi Kim, owner Date</p> |
|---|--|



PO Box 71156 • Washington, DC 20024-9998
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 11th day of January 2010 by and between Justin’s Café t/a Justin’s Café (“Applicant”), and Advisory Neighborhood Commission 6D (“Protestant”), (collectively, the “Parties”).

W I T N E S S E T H

WHEREAS, Applicant has applied for a License Class CR for a restaurant business establishment (“Establishment”) located at 1025 First Street, S.E., Unit 105, Washington, D.C. (“Premises”);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant will manage and operate an Establishment with an emphasis on food, with separate restaurant area and bar area. There will be no sidewalk café or rooftop garden as noted below. There will be no live music. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Sunday 11:30 a.m. to 10:00 p.m.,
Monday through Thursday 11:30 a.m. to 1:00 a.m.,
Friday and Saturday 11:30 a.m. to 2:00 a.m.

Restaurant hours will be:

Sunday, 11:30 a.m. to 10:00 p.m.
Monday through Thursday, 11:30 a.m. to 11:00 p.m.
Friday and Saturday, 11:30 a.m. to 12 midnight

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday 11:30 a.m. to 10:00 p.m.
Monday through Thursday 11:30 a.m. to 1:00 a.m.
Friday and Saturday 11:30 a.m. to 2:00 a.m.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment consisting of 1400 square feet on the first floor of the building. The restaurant area of the Establishment will have no more than 24 seats; in the bar area, there will be 9 bar stools and additional standing occupancy of 12, with the maximum occupancy of the Establishment not exceeding 61 patrons.
5. ***Parking/Valet Arrangements.*** It is a concern of the [Protestants](#) that [the Applicant's operation of the Establishment does](#) not create or exacerbate parking problems within the ANC boundaries. There is street parking available adjacent to this Establishment.
6. ***Sidewalk Café, rooftop garden.*** Applicant will have neither sidewalk café or rooftop garden.
7. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make reasonable appropriate architectural improvements to the property and take all reasonable necessary actions to preclude that music, noise and vibration from the [Establishment](#) are audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the [Establishment](#) from the opening of the entry or exit doors.
8. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), 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 assure that refuse and other materials from the Establishment are promptly removed. The Applicant will share a dumpster with the Velocity condominium building of which this Establishment is a rental unit. The Velocity condominium association is responsible for maintenance of the dumpster and surrounding area.
9. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the [Protestants](#). [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.](#)
10. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** [Protestants](#) are concerned that the capacity sought by the Applicant for the [Premises](#) may pose security and crime issues. 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. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the **Premises**. **This will include ensuring that any individuals who are simply loitering are asked to move along.** The Applicant will become familiar with MPD's "Barring Notice" used for shoplifters, disorderly people, loiterers, panhandlers, and or intoxicated persons who need to be barred from the premises as the applicable law requires and shall utilize such barring notice procedures as needed. The Applicant will install and properly maintain at least one surveillance camera inside of the property used by the Applicant to conduct business. The camera shall record continuously and retain the information for 30 days. The Applicant will contact the MPD and report and log any and all unlawful activity conducted inside or observed outside of the property used by The Applicant for business. This shall include detailing the complaint to the police in a securely banded binder notebook that is located on the premises. This log will include the name of the person in the Establishment who made the call to MPD and how the incident was resolved. The bindered notebook will be accessible to MPD and the ANC. The Applicant will not knowingly sell alcoholic beverages to an intoxicated person. The Applicant will take all reasonable precautions to avoid the sales of alcoholic beverages in any form to anyone accompanying a person who has been denied service if it appears that an attempt is being made to buy alcohol for that person who has been denied.

11. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to **Protestants** 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, and agrees that **Protestants** shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.
12. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the **Protestants**, and the community for which the ANC acts. To this end, Applicant shall at least quarterly be represented at ANC public meetings, which currently occur on the second Monday of each month at 7:00 p.m. at St. Augustine's Episcopal Church, 6th and M Streets, S.W. Washington, D.C. 20024 (there is no meeting in August, and the October meeting is on the third Monday). Applicant, upon notice from the ANC shall send a representative of the **Establishment** to a meeting(s) to confer and deal in good faith with issues raised under this Agreement. Applicant shall make job announcements in public areas of ANC6D and attempt to give tie-breaking consideration to residents of ANC6D, especially SMD 07.
13. ***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 30 days of the date of such notice. 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 ABC 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 following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:**

If to Applicant: Justin's Cafe
 1025 First Street, S. E.
 Washington, DC 20003
 Attn: Justin Ross
 (301) 538-3540

If to Protestants: Advisory Neighborhood Commission 6D
P.O.Box 71156
Washington, DC 20024
Attn: Chair
(202) 554-1795
Fax (202) 554-1774

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.

14. **Protest.** Upon execution of this Agreement **by the Parties** and its acceptance by the ABC Board, **Protestants** shall not Protest the application.

| PROTESTANT: | APPLICANT: |
|---|-----------------------------------|
| ABC Committee, ANC6D | Justin's Café |
| By: _____ Coralie Farlee, Chair Date | By _____ Justin Ross Date |
| ANC6D | |
| By _____ Robert Siegel, Commissioner, ANC6D07 Date | |
| By _____ Andy Litsky, Chair Date | |

**ANC
Treasurer's
Report - Nov
2009**

s Report January 2010

| | | | | | <u>Opening</u> | <u>Reconciliatio</u> |
|------------------|----|------------|-----------------------------|------------|----------------|----------------------|
| | | | | | | <u>n</u> |
| Checking: | | | | | \$22,595.5 | |
| | 52 | | | | 6 | \$22,595.56 |
| | 52 | | | | \$22,390.3 | |
| c | 1 | 12/2/2009 | Bert Randolph | \$205.21 | 5 | \$22,390.35 |
| | 52 | | | | \$22,346.3 | |
| c | 2 | 12/2/2009 | U.S. Postal Service | \$44.00 | 5 | \$22,346.35 |
| | 52 | | | | \$21,522.8 | |
| c | 3 | 12/8/2009 | Bert Randolph | \$823.50 | 5 | \$21,522.85 |
| | 52 | | | | \$19,907.7 | |
| c | 4 | 12/8/2009 | Verizon | \$1,615.08 | 7 | \$19,907.77 |
| | 52 | | | | \$19,864.7 | |
| c | 5 | 12/8/2009 | Verizon | \$42.99 | 8 | \$19,864.78 |
| | 52 | | | | \$19,834.7 | |
| | 6 | 12/8/2009 | Ron McBee | \$30.00 | 8 | \$19,864.78 |
| | 52 | | | | \$19,664.7 | |
| | 7 | 12/8/2009 | St. Agustrine | \$170.00 | 8 | \$19,864.78 |
| | 52 | | | | \$19,264.7 | |
| c | 8 | 12/8/2009 | Greenleaf Residents Council | \$400.00 | 8 | \$19,464.78 |
| | 52 | | | | \$19,246.7 | |
| c | 9 | 12/14/2009 | Robert Siegel | \$18.01 | 7 | \$19,446.77 |
| | 53 | | | | \$19,101.7 | |
| c | 0 | 12/15/2009 | Cartridge World | \$144.99 | 8 | \$19,301.78 |
| | | | | | \$19,101.7 | |
| | | | | | 8 | \$19,301.78 |
| | | | | | \$19,101.7 | |
| | | | | | 8 | \$19,301.78 |
| | | | | | \$19,101.7 | |
| | | | | | 8 | \$19,301.78 |
| | | | | | \$19,101.7 | |
| | | | | | 8 | \$19,301.78 |

Savings Account Activity: Interest : \$0.44 Date: 12/31/2009

Checking Balance: \$19,301.78
Savings Balance: \$5,171.72
Petty Cash Balance: \$134.44
Total Current Funds: \$24,607.94 12/7/2010

Expenses Submitted for Approval:

| | | | |
|----|-----------|-----------------|-------------------|
| 53 | | | |
| 1 | 1/11/2010 | Verizon | \$141.56 |
| 53 | | | |
| 2 | 1/11/2010 | Bert Randolph | \$823.50 |
| 53 | | | |
| 3 | 1/11/2010 | US Treasury | \$866.04 |
| 53 | | | |
| 4 | 1/11/2010 | DOES | \$70.20 |
| 53 | | | |
| 5 | 1/11/2010 | DC Treasurer | \$200.00 |
| 53 | | | |
| 6 | 1/11/2010 | St. Augustine's | \$170.00 |
| 53 | | | |
| 7 | 1/11/2010 | Syphasx Gardens | \$400.00 |
| | | | |
| | | TOTAL | \$2,671.30 |

PERIOD COVERED: October-December 2009

ANC 6D

SUMMARY OF RECEIPTS AND DISBURSEMENTS

| | | |
|--|------------|--------------------|
| <u>BALANCE FORWARD (from "ending balance" of previous Quarterly Report):</u> | | <u>\$30,339.81</u> |
| RECEIPTS: | | |
| District Allotment | \$0.00 | |
| Interest | \$0.00 | |
| Other (e.g. cancel stale checks) | \$0.00 | |
| Transfer from Savings | \$0.00 | |
| <hr/> | | |
| Total Receipts | | <u>\$0.00</u> |
| <hr/> | | |
| Total Funds Available | | <u>\$30,339.81</u> |
| <hr/> | | |
| DISBURSEMENTS: | | |
| 1. Net Salary and Wages | \$4,021.48 | |
| 2. Workers Compensation | \$0.00 | |
| 3. Insurance: | | |
| A. Health | \$0.00 | |
| B. Casualty/Property | \$0.00 | |
| 4. Total Federal Wages Taxes | \$577.09 | |
| 5. State (DC, MD, VA) Wage Taxes Paid | \$0.00 | |
| 6. Unemployment Insurance Contributions | \$51.68 | |
| 7. Tax Penalties Paid | \$0.00 | |
| 8. Local Transportation | \$0.00 | |
| 9. Office Rent | \$1,710.00 | |
| 10. Telephone Services | \$2,044.05 | |
| 11. Postage and Delivery | \$52.80 | |
| 12. Utilities | \$0.00 | |
| 13. Printing and Copying | \$0.00 | |
| 14. Flyer Distribution | \$0.00 | |
| 15. Purchase of Service | \$0.00 | |
| 16. Office Supplies | \$827.69 | |
| 17. Office Equipment: A. Rental | \$0.00 | |
| B. Purchase | \$18.01 | |
| 18. Grants | \$0.00 | |
| 19. Training | \$0.00 | |

| | |
|------------------------------------|------------|
| 20. Petty Cash Reimbursement | \$0.00 |
| 21. Transfer(s) to Savings Account | \$0.00 |
| 22. Bank Charges | \$0.00 |
| 23. Other (Attach explanation) | \$2,235.73 |

Total Disbursements

\$11,538.53

ENDING BALANCE (Should agree with checkbook balance at end of period)

\$18,801.28

Certification:

I hereby certify that this quarterly financial report was approved by a majority of Commissioners (vote: _____)
on _____ during a public meeting in which there existed a quorum.

Secretary

Chairperson

Treasurer