Columbia Lodge #85 of I.B.P.O.E

Attn: Callie Coleman

1844 3rd St NW

Washington DC 20001

[Date]

To Whom It May Concern:

Per Article 12 of the Settlement Agreement signed September 8, 2010 between Columbia Lodge #85 of I.B.P.O.E (hereafter, “the Lodge”), the LeDroit Park Civic Association (herafter, “the Association”), and Advisory Neighborhood Commission 1B (hereafter, “the ANC”), this letter serves as a Notice and Opportunity to Cure. In the event that the Lodge fails to comply with the terms of the Settlement Agreement within thirty days of receipt of this notice as outlined below, the Association and the ANC will declare the Lodge in breach and request a Show Cause Hearing before the Alcoholic Beverage Control Board under DC Official Code § 25-447.

The Association and the ANC, having endured a consistent pattern of non-compliance from the Lodge, is taking this action in response to the continuing adverse impacts of that non-compliance on the neighborhood. While the Lodge has implemented temporary, incremental changes in its practices over the years in response to neighborhood concerns, the core issues of noise, security, and parking delineated in the Settlement Agreement remain unresolved.

Under Article 9 of the Settlement Agreement, the Lodge commits to “take all necessary steps to minimize [security and crime] 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.” The Lodge has repeatedly failed to abide by this portion of the Settlement Agreement, resulting in a long-standing pattern of disturbance in the surrounding neighborhood.

Unruly patrons gather before, during, and especially after Lodge events over the weekend, disrupting the peace and quiet of the neighborhood on a regular basis. Customers who arrive prior to Lodge events on the weekends frequently gather around their cars, playing loud music while they wait for the venue to open. During Lodge events, groups of customers who step outside to smoke often spill into the surrounding neighborhood, where their loud behavior goes unchecked by Lodge employees and security personnel. After the Lodge closes at 2 AM on weekends, inebriated patrons habitually assemble in the Lodge parking lot and surrounding streets to continue the party, disturbing the sleep of neighbors well into the night. More often than not, ABRA inspectors and police units are deployed to deal with these loud customers of the Lodge who congregate in the neighborhood.

Article 9 of the Settlement Agreement requires that the Lodge “discourage loitering in the vicinity of the Premises…providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.” When approached directly by neighbors and the Association about the disruptive behavior of its patrons, the Lodge frequently denies responsibility. Security personnel employed by the Lodge consistently fail to implement the requirements of Article 9, and members of the Lodge do not press security personnel to fulfill their duties.

As a consequence, disturbances in the neighborhood persist as security personnel and their supervisors in the Lodge decline to act. In January 2013, the Lodge was cited for a security plan violation, causing the ABRA Board to recommend action by the Office of the Attorney General.[[1]](#footnote-1) ABRA records demonstrate a consistent pattern of police activity associated with the Lodge over the past several years, including several assaults, public urination, and intoxication.[[2]](#footnote-2)

Under Article 6 of the Settlement Agreement, the Lodge commits to taking “all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible within the adjacent residential properties.” While the Lodge did re-arrange the placement of speakers in its first floor meeting hall, the bass from those speakers is still frequently audible within adjacent properties. The Lodge has not taken any action to sound-proof its meeting hall, nor has it lowered the volume of music played during weekend events.

The Association and its members have engaged with the Lodge on a number of occasions in an attempt to remediate the noise issue. In-person noise complaints are often addressed by the Lodge when they occur, however the consistent recurrence of the problem and constant requirement to remind the Lodge of its commitments under the Settlement Agreement point to the need for a solution which addresses root causes. ABRA inspectors have informed the Lodge on multiple occasions that its noise abatement practices are insufficient and ineffective.

Article 5 of the Settlement Agreement requires that the Lodge make a good faith effort to obtain parking in the adjacent UPO lot within 45 days of the agreement. There is no evidence to show that the Lodge made this good faith effort. The UPO has no records which indicate that it was ever approached by the Lodge.[[3]](#footnote-3) In the absence of a parking arrangement, Lodge patrons disrupt traffic in the surrounding neighborhood on a regular basis as they use 3rd Street as a loading zone. The lack of off-street parking also compounds noise issues, as Lodge customers often congregate around their cars after hours, playing music and disturbing the peace and quiet of the neighborhood well into the night.

On a more fundamental level, the Lodge appears to no longer meet the definition of “club” delineated in DC Code § 25-101 (15): “a corporation, duly organized and in good standing under Chapters 1 and 4 of Title 29, owning, leasing, or occupying a building, or a portion thereof, at which the sale of alcoholic beverages is incidental to, and not the prime source of revenue from, the operation of the building or the portion thereof.” While the Lodge is a corporation in good standing under Chapters 1 and 4 of Title 29, its charitable functions appear to have given way to a different business model – one that depends on alcohol sales rather than membership dues or other revenue sources.

Indeed, the Lodge fits more closely with the definition of a “nightclub” or “tavern” in DC Code § 25-101, sections 33 and 52 respectively. Nightclub is defined as “a space in a building, and the adjoining space outside of the building, regularly used and kept open as a place that serves food and alcoholic beverages and provides music and facilities for dancing.” Taverns are defined as establishments which are “regularly used and kept open as a place where food and alcoholic beverages are served…may offer entertainment…and offer facilities for dancing.”

The Lodge is currently zoned as an R-4, C-2-A property. Under the DC Municipal Regulations § 330.5, this requires that the Lodge operate as a “private club, lodge, fraternity house, sorority house, or dormitory, except when the use is a service customarily carried on as a business.” Section 331 of the Regulations also note that community centers such as the Lodge must be “located so that [they are] not likely to become objectionable to neighboring properties because of noise or other objectionable conditions.” The Lodge’s gradual transformation from a club into a nightclub/tavern, and particular the continuous issues with noise, call into question whether the Lodge can continue to operate under its current zoning designation.

Having observed the consistent pattern of disruptive behavior on the part of Lodge patrons, along with the failure of Lodge leadership to address the legitimate complaints by neighbors, the Association and the ANC feel obliged to take formal action. When pressed, the Lodge occasionally implements changes to its business practices which result in temporary relief. Yet the neighborhood, the Association, and the ANC are now familiar with the pattern in which the Lodge and its patrons quickly relapse into old patterns once memories fade. As a result, the neighborhood, the Association, and the ANC have lost confidence in the willingness or ability of the Lodge to fulfill its commitments under the Settlement Agreement.

Given the persistent pattern of non-compliance by the Lodge and its ongoing impact on the neighborhood, the Association and the ANC see few other options but to withdraw from the Settlement Agreement and prompt a reconsideration of the Lodge’s ABRA license status. Negotiations, community meetings, and other interventions with the Lodge over the years have failed to produce lasting compliance. In the spirit of dialogue, the Association and the ANC remain open to discussions, yet only if those discussions produce the results that the neighborhood has consistently sought.

In order to comply with its obligations under the Settlement Agreement and avoid further adverse action, the Association and the ANC require the Lodge to take the following specific measures within thirty days of this notice:

Article 5 Compliance: The Lodge will document its good faith effort, in response to the original Settlement Agreement if available and also through a new inquiry, to obtain parking in the UPO lot. The Association is open to facilitating this discussion as required.

Article 6 Compliance: The Lodge will employ a sound mitigation consultant to assess its compliance needs under the terms of the Settlement Agreement. Based on the engineer’s report, the Lodge will create a noise mitigation program with concrete milestones for completion of deliverables. The engineer’s report and the noise mitigation program will be shared within 30 days with the Association, the ANC, and ABRA. The noise mitigation program shall be completed by January 1, 2015, subject to changes jointly agreed to by the Lodge, the Association, and the ANC.

Article 9 Compliance: The Lodge will institute a strict, zero-tolerance policy on security and noise violations in the neighborhood. The Lodge will designate a point of contact for noise and security complaints at every event it hosts. The point of contact will be a Lodge member, preferably the on-site supervisor of the security staff. The point of contact will be available by phone from one hour prior to opening through one hour after closing, and the number will be shared with adjacent neighbors and MPD. The Lodge will keep a log of the date, time, and nature of noise and security complaints received by the point of contact. The Lodge will then produce a monthly report, to be shared by mail with the Association, the ANC, ABRA, and adjacent neighbors, of any noise or security complaints received in connection with its activities, outlining what actions the Lodge has taken in response.

Security personnel will arrive one hour prior to opening, and stay until one hour after closing to ensure compliance with noise restrictions and security protocols. Security personnel will actively pre-empt noise in the neighborhood by confronting patrons in advance of problems. Upon closing, security personnel will not tolerate loitering, and will instruct all patrons to depart the premises.

The Lodge will post signage reminding patrons to respect the residential character of the neighborhood. Patrons and groups of patrons who prompt noise complaints in spite of the measures outlined above will be immediately escorted out of the Lodge and the neighborhood by security personnel, working with MPD as required. The Lodge will restrict admittance to its premises of any individual or group which has previously caused a documented noise complaint.

If ABRA investigates and confirms two or more noise or security incidents in any three week timeframe, the Association and/or the ANC will invoke the “repetition of a prior breach” clause of Article 12 of the Settlement Agreement and request a Show of Cause Hearing without further recourse from the Lodge.

In conclusion, the Association and the ANC reiterate their commitment to the terms of the Settlement Agreement. The Lodge has been given ample opportunity to comply – this letter serves as the final attempt to re-establish the neighborhood trust that the Lodge once enjoyed. The Association and the ANC sincerely hope that the Lodge takes the concrete steps necessary to accomplish this task.

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Golda Philip Marc Morgan

Chair, LeDroit Park Civic Association ANC 1B01 Representative

Cc: ABRA Board

DC Board of Zoning Adjustment

1. ABRA Case #13-CMP-00205 [↑](#footnote-ref-1)
2. See ABRA Cases #12795, #12742, #11533, #8444 [↑](#footnote-ref-2)
3. The Lodge previously had access to this parking lot when the building presently occupied by the UPO was a Safeway. See DC Board of Zoning Adjustment Appeal No 10600, December 9, 1970, <http://dcoz.dc.gov/orders/10600_3095-77.pdf> [↑](#footnote-ref-3)