

December 1, 2014

Alcoholic Beverage Regulation Administration (ABRA)  
2000 14th Street, N.W.  
Suite South 400  
Washington, D.C. 20009

To Whom It May Concern:

This letter is provided to the ABRA Board as a supplement to the attached Notice of Cure. It presents the background of the case and clarifies actions contained in the Notice of Cure.

On September 23, 2014 at the LeDroit Park Civic Association's ("Association") monthly general meeting, residents of the 1800 block of 3<sup>rd</sup> Street, NW ("Residents") presented a proposed Notice of Cure for Columbia Lodge #85 of I.B.P.O.E. ("the Lodge"), referencing the Settlement Agreement signed in September 2010 by the Lodge, the Association, and Advisory Neighborhood Commissioner of 1B01 ("ANC"), and requested practices be amended. Residents asked the current Association and ANC-elect to endorse the Notice of Cure and submit it to the Lodge and ABRA under the terms of the Settlement Agreement.

The Association agreed to review the letter, share it with the community via its website, and include a discussion on the agenda of the next general meeting. During the October 28, 2014 Association general meeting, roughly 15 members of the Lodge attended the meeting and presented their concerns. Before voting on and submitting the letter that could lead to a "Show Cause Hearing," per DC Official Code § 25-447, the Association and ANC-elect called a meeting between interested parties in order to discuss concerns and ways to work together.

On Wednesday, November 12, 2014, the Association President and ANC-elect facilitated a discussion at the Lodge facility between three representatives from the Lodge and three representatives of area Residents. The objective was to air concerns and to develop a work plan to address issues outlined in the original letter.

After a productive meeting, the Residents and the Lodge agreed on following specific actions and timeline as a supplement to the Notice of Cure. Articles in parenthesis after each action item reference the relevant Article in the Settlement Agreement.

1. As referenced in the Notice of Cure, the Lodge will make a good faith effort to seek additional off-street parking by working with community partners. In order to demonstrate good faith effort, the Lodge will produce a letter to the United Planning Organization ("UPO") located at 301 Rhode Island Ave NW requesting the use of its parking lot for Lodge events. In the event this correspondence fails to secure additional parking capacity, the Lodge will organize a meeting or call for the parties to discuss the matter further. (Article 5)
2. The Association will advise the Lodge of neighborhood parking opportunities and restrictions so that the Lodge may better inform customers and guests of appropriate parking locations. (Article 5)
3. As a first step towards a noise mitigation plan, the Lodge will move speakers in both event spaces (first and second floor) to the rear of the facility. All speakers for the event spaces will only be placed in the rear of the facility moving forward. (Article 6)
4. The Lodge will ensure all bass equipment is raised off the floor and amend standard contracts with vendors to include this as a term and condition for renting the space. (Article 6)
5. The Lodge, in collaboration with Residents, the Association, and ANC-elect, will identify a decibel level for bass equipment which ensures that bass cannot be heard outside of the Lodge

per the terms of the Settlement Agreement. The Lodge will ensure that music does not exceed this level. (Article 6)

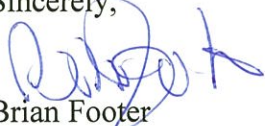
6. Association and ANC-elect will work with Metropolitan Police Department to request additional assistance between 1:30am and 2:30am when the Lodge closes to ensure customers do not linger outside the facility. (Article 9)
7. The Lodge will post no loitering signs outside the front of the facility. (Article 9)
8. The Lodge will relocate the designated smoking area to the rear patio area of the facility. The Lodge will post instructions for accessing the designated smoking zone inside the welcome area and around the front exit doors. (Article 9)
9. The Association, ANC-elect, and the Lodge will review the lighting area in the rear of the facility and make recommendations to ensure safety where appropriate. (Article 9)
10. The Lodge will ensure that a security guard actively monitors the welcome area and the front of the facility in order to direct customers and approved guests to the smoking zone and ensure no loitering in the front of the facility. (Article 9)
11. In accordance with the Notice of Cure, the Lodge will designate a point of contact for noise and security, and share their contact information with the community. The purpose of the point of contact is to establish a better line of communication for the community to submit noise and security concerns, and for the Lodge to immediately address the concern. (Article 9)
12. The Lodge will instruct disc jockeys to announce the smoking zone area and appropriate parking locations. (Article 9)

Timeline:

1. November 25, 2014 – ANC-elect, the Lodge, and Residents presented the letter and summary report to the broader community at the Association general meeting. Association members voted to endorse the letter.
2. December 1, 2014 – Letter was submitted to ABRA with ANC-elect and Association signature, and 30 day period for opportunity to cure begins (anticipated end date of December 30, 2014).
3. Week of December 15, 2014 – Association, ANC-elect and the Lodge representatives meet to assess progress toward agreed actions in the Notice of Cure and this letter.
4. January 9, 2015 – Following outreach to the Lodge, Residents, and Association members, the ANC-elect and Association President will submit an update letter to ABRA. The letter will assess the immediate need for a Show Cause Hearing based on the deliverables prescribed in the Notice of Cure and this letter.

While these specific measures are designed to promote compliance with the Settlement Agreement, they are also intended to promote a positive working relationship between the Lodge and Residents. To date, both the Lodge and Residents have demonstrated a willingness to work together on this issue. Before requesting the November 12, 2014 meeting, the Lodge began a review of how to address the issues articulated in the Notice of Cure. During the November 12, 2014 meeting, the Lodge members expressed a willingness to discuss all aspects of their operations and brainstorm ways to address community needs. As demonstrated by the list of actions above, the Lodge and Residents are equal partners in this process. Community concerns over issues outlined in the Settlement Agreement have persisted for many years. In order to permanently address these issues, both parties are committed to improving lines of communication, following through on all proposed actions, and working to build a stronger relationship.

Sincerely,



Brian Footer  
Commissioner-Elect  
Advisory Neighborhood Commission 1B01

December 1, 2014

Columbia Lodge #85 of I.B.P.O.E  
1844 3<sup>rd</sup> St NW  
Washington DC 20001

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 (hereafter, "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.<sup>1</sup> ABRA records demonstrate a consistent

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<sup>1</sup> ABRA Case #13-CMP-00205



pattern of police activity associated with the Lodge over the past several years, including several assaults, public urination, and intoxication.<sup>2</sup>

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.<sup>3</sup> In the absence of a parking arrangement, Lodge patrons disrupt traffic in the surrounding neighborhood on a regular basis as they use 3<sup>rd</sup> 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 and related rental fees rather than membership dues or other revenue sources.<sup>4</sup>

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 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.

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<sup>2</sup> See ABRA Cases #12795, #12742, #11533, #8444

<sup>3</sup> 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](http://dcoz.dc.gov/orders/10600_3095-77.pdf)

<sup>4</sup> The Lodge’s tax returns clearly indicate that nearly all of its revenue is derived from rental of its property and alcohol sales. See page 14 of the Lodge’s 2013 tax return: [http://pdfs.citizenaudit.org/2014\\_06\\_EO/27-3617967\\_990O\\_201312.pdf](http://pdfs.citizenaudit.org/2014_06_EO/27-3617967_990O_201312.pdf)

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. Following consultations between the parties, the Lodge, Association, and ANC agreed on a series of specific actions to begin the process of compliance. Those actions are contained in a supplement to this letter to be filed by the ANC with ABRA.

**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 and ANC will help to facilitate this discussion.

**Article 6 Compliance:** The Lodge, in collaboration with the Association, ANC, and residents, will create a noise mitigation program in order to assess its compliance needs under the terms of the Settlement Agreement. 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.

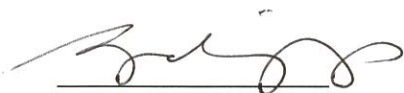
Security personnel will arrive one hour prior to opening, and stay until one hour after closing to ensure compliance with noise restrictions and security protocols. Security personnel will actively pre-empt noise in the neighborhood by confronting patrons in advance of problems. Upon closing, security 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 the above actions are not taken or the compliance efforts of the Lodge prove inadequate, 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.



Golda Philip  
President  
LeDroit Park Civic Association



Brian Footer  
Commissioner- Elect  
Advisory Neighborhood Commission 1B01

Cc: ABRA Board  
DC Board of Zoning Adjustment  
Brienne Nadeau, DC City Council Member- Elect, Ward 1