

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

In the Matter of:	)	
	)	
Cleveland Q, LLC	)	
t/a Cantina Marina	)	
	)	
Application for Renewal of a	)	Case No. 13-PRO-00013
Retailer's Class CR License	)	License No. ABRA-060628
	)	Order No. 2013-419
at premises	)	
600 Water Street, S.W.	)	
Washington, D.C. 20024	)	

Cleveland Q, LLC, t/a Cantina Marina (Applicant)

Andy Litsky, Chairperson, Advisory Neighborhood Commission (ANC) 6D

Colleen Rooney, on behalf of Tiber Island Cooperative Homes (TICH)

Karen J. Krueger, on behalf of A Group of Five or More Individuals

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF  
PROTEST OF ANC 6D AND DISMISSAL OF PROTEST OF  
A GROUP OF FIVE OR MORE INDIVIDUALS**

The Application filed by Cleveland Q, LLC, t/a Cantina Marina, for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 20, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant, ANC 6D, and TICH have entered into a Settlement Agreement (Agreement), dated May 29, 2013, setting forth the terms and conditions that govern the

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operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Andy Litsky, on behalf of the ANC 6D; and Colleen Rooney, on behalf of TICH, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6D of this Application.

The Protest of the Group of Five or More Individuals is dismissed pursuant to D.C. Official Code § 25-609(b).

Accordingly, it is this 2nd day of October, 2013, **ORDERED** that:

1. The Application filed by Cleveland Q, LLC, t/a Cantina Marina, for renewal of its Retailer's Class CR License, located at 600 Water Street, S.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6D in this matter is hereby **WITHDRAWN**;
3. The Protest of the Group of Five or More Individuals in this matter is hereby **DISMISSED**;
4. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 3 (Public Safety and Security) – The following language shall be removed: "...and the Licensee will inform the ANC in writing and by e-mail within a 72 hour period of any such calls."

Section 5 (Community Relations) – The following language shall be removed: "The principal of the Licensee will maintain a close working relationship with ANC 6D, the PSA, and the Southwest Neighborhood Assembly by attending at least one of the above mentioned monthly meetings on a regular basis."

Section 5 – The following sentence shall be modified to read as follows: "the Principal of Licensee shall endeavor to personally communicate with

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leaders of those entities on an ongoing basis, including, at a minimum, the Commissioner for NAC 6D-04, the Chairperson of the ANC committee (or committees) with jurisdiction over ABC and/or public safety matters, and the Chairperson of ANC 6D.”

Section 9 – The following language shall be removed: “In the case of ANC 6D, if Licensee desires to modify the terms of this agreement, prior to implementing the changes, Licensee shall receive written agreement from ANC 6D.”

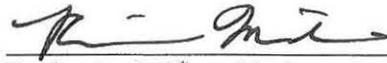
Section 11 – The following sentence shall be modified to read as follows: “The parties further agree that the failure of the Licensee to adhere to any of the foregoing commitments shall constitute grounds for any party to file a complaint with the ABC Board for an investigation of the matter pursuant to D.C. Official Code § 25-446(e) and 23 DCMR § 1900.1.”

The parties have agreed to these modifications.

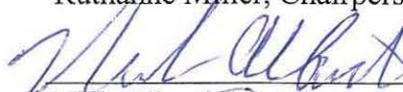
5. This Settlement Agreement supersedes all previous Voluntary Agreements attached to this license; and
6. Copies of this Order shall be sent to the Applicant; ANC 6D; Colleen Rooney, on behalf of TICH; and Karen J. Krueger, on behalf of the Group of Five or More Individuals.

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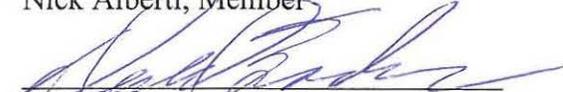
District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, D.C. 20009.

SETTLEMENT AGREEMENT

AGREEMENT made this 29<sup>th</sup> day of May 2013, by and between Cleveland Q LLC dba Cantina Marina (the Licensee) and Advisory Neighborhood Commission 6D (the ANC), and Tiber Island Cooperative Homes.

WHEREAS, the ANC has protested the renewal application of the licensee to the District of Columbia Alcoholic Beverage Control Board; and

WHEREAS, the premises is within the boundaries of the ANC; and,

WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding the Licensee's operating plans;

NOW, THEREFORE, in accordance of the promises set forth below, the parties agree as follows:

1. **LITTER AND CLEANLINESS** - The Licensee will take all reasonable measures to ensure that that the immediate environs of the premises are kept free of litter and debris. "Immediate environs" is defined by ABC Regulations as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including sidewalks or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."
2. **NOISE** - The Licensee acknowledges familiarity with and will comply with all noise control provisions of District of Columbia law and regulations, including:

Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Licensee agrees to abide by all Alcohol Beverage Control regulations, as amended.

Licensee will ensure that any sound and music produced by the establishment is not disruptive within adjacent or nearby premises, be they commercial or residential, within 500 feet of such premises and does not interfere with the reasonable enjoyment of outdoor areas such as decks, patios, of those premises.

Licensee shall make all efforts to discourage patrons from loitering in and around the premises during and after close of business.

3. **PUBLIC SAFETY AND SECURITY** - The Licensee shall keep a written log of all calls for service when the establishment appropriately asks for assistance from MPD and the Licensee will inform the ANC in writing and by e-mail within a 72 hour period of any such calls.
4. **USE OF OUTSIDE SPACE** - "Outside Dining" refers to the bar and patio on the side of the building, which is part of the lease premises.

Recognizing that typical large scale busy restaurant noise levels are 60-65dB(A), and in acknowledgement that the community desires to promote outside dining and the use of patios, the Licensee agrees to promote peace, quiet and order in Outside Dining and Patio operations at all times. Licensee agrees to monitor noise levels during the operation of outside areas and to make any occupancy or operation changes necessary to ensure noise generated by outside occupants does not violate §25-725 of the DCMR at any time during the hours of operation. Noise levels shall not exceed 80dB(A) when live or recorded music (i.e. DJ/Karaoke) is being played. The decibel level measuring site shall be the sea wall, in front of the Lobsterman statue adjacent to the Tiber Island Cooperative Homes.

a. Hours of operation for music in outside areas shall be as follows:

	<u>Sunday through Thursday</u>	<u>Friday and Saturday</u>
Outside Live and Recorded Music	10am -- 10:00pm	10am -- 11:00pm*

\*Live and Recorded Music allowed until 12:00am for special events (e.g., weddings, private parties, etc.), not to exceed 6 per year. Notice of event must be given to the ANC 6D04 Commissioner and the ANC 6D Commission office and Tiber Island Cooperative Homes within one week of event.

b. Sound dampening: The Licensee shall make every effort to dampen the noise levels in outside dining areas. This includes the use of sailcloth or other material that effectively reduces the sound levels of live or recorded music from nearby residential areas.

5. **COMMUNITY RELATIONS** - The Principal of the Licensee will maintain a close working relationship with ANC 6D, the PSA, and the Southwest Neighborhood Assembly by attending at least one of the above mentioned monthly meetings on a regular basis.

The Principal of Licensee will personally communicate with leaders of those entities on an ongoing basis, including, at a minimum, the Commissioner for ANC6D-04, the Chairperson of the ANC committee (or committees) with jurisdiction over ABC and/or public safety matters, and the Chairperson of ANC 6D.

The Licensee is encouraged to participate in Washington Waterfront Association in an effort to enlist wider business support for cleaner streets and sidewalks, responsible alcohol service, law enforcement activities, and support of SWV social events.

The Licensee agrees to implement the following policies in order to establish a relationship with the community to promote peace, order and quiet.

- a. All managers and staff will receive training to ensure that local residents have immediate access to a manager on duty to report problems or lodge complaints. A telephone number that will be manned at all times by on duty management personnel shall be made available to the community so that such notifications can be made.
  - b. The Licensee will keep a written log of all community complaints and provide copies to the ANC upon request.
  - c. The Licensee will post its license, including this Settlement Agreement, its certificate of occupancy, and all other District of Columbia Government business permits in an accessible and conspicuous place and will cooperate with any request for examination of these documents by a member of the MPD, Alcoholic Beverage Regulation Administration staff and ANC6D, as required by law.
6. **ALCOHOL SAFETY** - The Licensee agrees to refuse service to any person who is intoxicated or is in danger of becoming intoxicated.

The Licensee will assure that all alcoholic beverage sales staff will have an opportunity for appropriate training in the safe and handling of alcoholic beverages. The Licensee will also assure that the ABC Board-approved manager has received training of the type offered by TIPS, or other comparable ABC Board approved alcohol awareness and safety training.

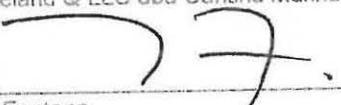
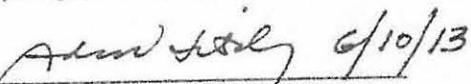
Signage encouraging safe drinking and driving will be visibly posted in areas of service and exit for the lounge and sports bar areas of the establishment.

7. The hours of operations shall not exceed the approved hours of alcohol sales, service and consumption.
8. The Licensee will notify ANC-6D in writing and by e-mail of any significant change in the manner of operations at least 30 days in advance of any such application to any Board, Commission or regulatory authority of the District of Columbia Government.
9. This agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 6D, if Licensee desires to modify the terms of this agreement, prior to implementing the changes, Licensee shall receive written agreement from ANC 6D.
10. This Agreement will be attached as a condition to the Licensee's license for service of alcoholic beverages at the premises, and will be filed with the Alcoholic Beverage Regulation Administration.
11. The parties further agree that the failure of the Licensee to adhere to any of the foregoing commitments shall constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 DCMR 1513.5

after the Licensee has been notified by the ANC of any breach or commitment and is given 7 days to attempt reach a mutually satisfactory resolution.

12. Protestant agrees to the issuance of the renewal and withdraws its protest provided that the present Settlement Agreement is incorporated into the Board's order renewing the license, which order is hereby conditioned upon compliance with such Settlement Agreement.
13. This Settlement Agreement supersedes all prior Voluntary and Settlement Agreements, to include the agreement with Tiber Island Cooperative Homes and the Gangplank restaurant.

IN WITNESS WHEREOF, the parties have affixed hereto their signatures on the year and day first above written.

<p>The LICENSEE: Cleveland Q LLC dba Cantina Marina</p> <p>By <u></u> Nick Fontana Manager, LLC</p>	<p>The ANC: Advisory Neighborhood Commission 6D</p> <p>By <u> 6/10/13</u> Andy Litsky Chairperson, ANC 6D</p>
	<p>Tiber Island Cooperative Homes</p> <p>By <u> 6/14/2013</u> Colleen Rooney Chairperson, TICH</p>