

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

In the Matter of:)
)
Zack's, Inc.)
t/a Taverna the Greek Island)
)
Application for an)
Entertainment Endorsement) License No. 74926
to its Retailer's Class "CR" License) Order No. 2008-275
at premises)
305 Pennsylvania Ave., S.E.)
Washington, D.C.)
_____)

Zack's, Inc. t/a Taverna the Greek Island, the Applicant

Julie Olson, Chair, Advisory Neighborhood Commission 6B

BEFORE: Peter B. Feather, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON AMENDED VOLUNTARY AGREEMENT


The official records of the Alcoholic Control Board (Board) reflect that the Applicant, Zack's, Inc. t/a Taverna the Greek Island and Julie Olson, Chair, on behalf of Advisory Neighborhood Commission (ANC) 6B (collectively, the Parties) have entered into an Amended Voluntary Agreement (Agreement) dated October 14, 2008 setting forth the terms and conditions by which the Applicant will operate its establishment under the terms of an Entertainment Endorsement. The Applicant seeks an Entertainment Endorsement to its Retailer's Class "CR" license to provide live music, karaoke, dancing and to charge a cover for admission. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and ANC 6B are signatories to the Agreement.

Zack's, Inc.
t/a Taverna the Greek Island
License No. 74926
Page Two

Accordingly, it is this 12th day of November 2008, **ORDERED** that:

1. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
2. The Application of Zack's, Inc. t/a Taverna the Greek Island, 305 Pennsylvania Ave., S.E., Washington, D.C., for an Entertainment Endorsement to its Retailer's Class "CR" License is **APPROVED**;
3. Copies of this Order shall be sent to the Applicant and to ANC 6B.

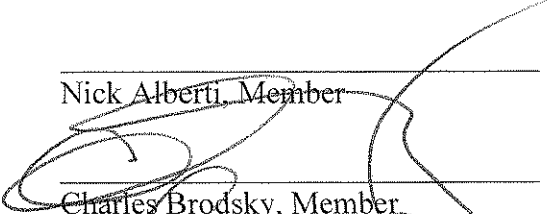
District of Columbia
Alcoholic Beverage Control Board



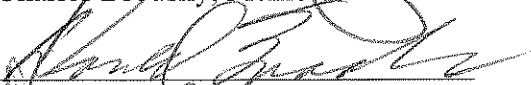
Peter B. Feather, Chairperson

Mital M. Gandhi, Member

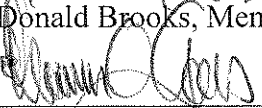
Nick Alberti, Member



Charles Brodsky, Member



Donald Brooks, Member



Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

ANC 6B

Capitol Hill / Southeast

GOVT OF THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2008 OCT 20 A 11: 28

REC'D BY 

921 Pennsylvania Ave SE
Washington, DC 20003
202.543.3344
FAX 202.543.3507

October 15, 2008

OFFICERS

Chairperson
Julie Olson

Vice Chairperson
Ken Jarboe

Secretary
David Garrison

Treasurer
Carol Green

Parliamentarian
Mary Wright

Maria M. Delaney, Director
Alcoholic Beverage Regulation Administration
941 North Capitol Street, NE, Suite 7200
Washington, DC 20002

**RE: Zack's
License # 74926
Substantial Change & Stipulated License**

COMMISSIONERS

SMD 1 *David Garrison*
SMD 2 *Mary Wright*
SMD 3 *Julie Olson*
SMD 4 *Kirsten Oldenburg*
SMD 5 *Kenan Jarboe*
SMD 6 *Will Hill*
SMD 7 *Carol Green*
SMD 8 *Neil Glick*
SMD 9 *Michael Patterson*
SMD 10 *Francis Campbell*
SMD 11 *Vacant*

Dear Ms. Delaney:

At its regularly scheduled and properly noticed meeting on October 14, 2008, ANC 6B voted 8-0 to support the above referenced application for Zack's, located at 305 Pennsylvania Avenue, SE, to make substantial changes to their CR 02 Class liquor license. Additionally, ANC 6B voted unanimously (8-0) to support a stipulated license for Zack's in the interim. The owner has executed an Amended Voluntary (Cooperative) Agreement, which is enclosed for your review and approval.

If you need further information, please do not hesitate to contact me.

Very truly yours,



Julie Olson
Chair, ANC 6B

AMENDED VOLUNTARY (COOPERATIVE) AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 14th day of October 2008 by and between Zack's, Inc, t/a Taverna the Greek ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for issuance of a Retailers' Class "CR" license with an entertainment endorsement for premises, 305-307 Pennsylvania Avenue, S.E. Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

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

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "CR" Liquor License at the subject premises; 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 promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, 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 a CR license. Piano music will be allowed only in the downstairs dining area on Wednesdays, Thursdays, holidays and special occasions. Live music will be allowed only in the west portion of the upstairs on Fridays and Saturdays, with karaoke permitted on Wednesdays.

Cover charges for the live music will not be allowed no more than twice a month.

Live music will not be extended to the east side portion of the upstairs space. The east side portion of the upstairs will remain a separate room. The applicants will fill in the current windows in the wall between the two upstairs rooms and in install a full size room door between the two portions. 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 AM – 5 PM,
Monday – Thursday	11 AM – 2 AM,
Friday and Saturday	11 AM – 3 AM

Entertainment

Monday – Thursday	8 PM – 2 AM,
Friday and Saturday	8 PM – 3 AM

4. **Floors Utilized and Occupancy.** The applicant will adhere to an occupancy limit of the west side upstairs space of 50 persons. Bands will set up in the front of the upstairs areas, with a dance floor not to exceed 12 feet by 12 feet set up in front of the bands.
5. **Sidewalk Café.** Applicant will provide sidewalk café seating for no more than 32 patrons consisting of 10 tables and 32 chairs. Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness. The sidewalk café must maintain proper spacing (10 feet from the curb and 6 feet from treebox(s)) to allow for adequate pedestrian passage on the sidewalk. The sidewalk café shall close each day of the week no later than 2 AM or 3 AM, per legal closing time and there will be no service after these hours: Sunday through Saturday, 2:00 AM.
6. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when live 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.
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 agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times 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 will ensure timely disposal that is the least disruptive to the neighbors and that commercial trash pick up will only take place between 7 a.m.-7 p.m.
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 ANC. 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 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.
10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. 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 community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 6B public meetings, which currently occur on the second Tuesday of each month at 7 p.m. at the Old Naval Hospital, 921 Pennsylvania Avenue, SE, Washington, D.C. 20003. 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:

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

Zack's
305-307 Pennsylvania Avenue, SE
Washington, DC 20003
Attn: James L. Nash, Co-Owner
(202) 257-1719
Fax (202)


James L. Nash

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20036
Attn: Julie Olson, Chair
(202) 543-3344
Fax (202) 543-3507



Julie Olson