

COMMUNITY GOOD NEIGHBOR AGREEMENT
DARNELL PARKER AND HELEN COLEMAN D/B/A/ DEANO'S CAFÉ AND LOUNGE

THIS COMMUNITY GOOD NEIGHBORHOOD AGREEMENT (“Agreement”) is entered into between Darnell Parker and Helen Coleman, D/B/A/ Deano’s Café and Lounge, located at 2030 East Madison in Seattle (hereinafter “Deano’s”), the City of Seattle, a municipal corporation (“The City”), and the Miller Park community (“community”) for the purpose of fostering improved public safety and to augment efforts by the City and the community to reduce crime, nuisance activity, and disruptive activity in and around Deano’s.

BACKGROUND FOR AGREEMENT

1. Deano’s is a café and lounge, currently operating daily from 12:00 p.m. until 2:00 a.m. The current licensee, JG Mac Inc., holds a Spirits, Beer, Wine Restaurant/Lounge liquor license issued by the Washington State Liquor Control Board (WSLCB).
2. Local business owners and community residents have complained to the City of Seattle and the Seattle Police Department (“SPD”) regarding noise, gunshots, shootings, crowd disturbances, alcohol and drug problems, narcotics sales, prostitution, vandalism, littering, fighting, and other disturbances alleged to be associated with Deano’s.
3. The City of Seattle has previously objected to the renewal of the liquor license for the current licensee for this establishment. This objection was based upon administrative liquor license violations issued to the current licensee as well as criminal activity and public safety concerns associated with the premises.
4. The WSLCB entered into a “compromise” agreement with JG Mac Inc., which requires, among other things, that the establishment either be sold with the new owner assuming the liquor license or that alcohol service end at the establishment.
5. The City of Seattle and community each have the ability and opportunity to file an objection to the assumption of the existing liquor license by Darnell Parker and Helen Coleman.
6. Darnell Parker is the current manager of Deano’s. Helen Coleman is currently the Chef at Deano’s. Darnell Parker and Helen Coleman have entered into a contingent agreement to purchase the assets of the existing business and lease the facility from Dean Falls. Parker and Coleman have applied to the WSLCB to assume the liquor license and consideration by the WSLCB to assume the existing liquor license is pending.
7. Darnell Parker and Helen Coleman are aware of community concerns regarding criminal activity associated with the premises. Darnell Parker has met with the Miller Park community to discuss those concerns. The community has expressed mixed concerns and feelings regarding the prospective licensee’s ability to adequately resolve those issues.

8. If granted the assumption of the liquor license, Deano's agrees to be a good neighbor by operating Deano's in a manner that will help improve public safety, security and quiet enjoyment in the surrounding community. To further this goal, Deano's agree to use good faith efforts to follow the business practices and procedures set forth below.

TERMS OF AGREEMENT

1. Deano's will implement security measures for its business and premises as follows:
 - a. Deano's shall employ adequately trained security personnel each night and at all events at Deano's in sufficient number to patrol and maintain order among patrons. The number of such security personnel shall be determined by the anticipated size of the crowd and the prior experience with similar events.
 - b. Deano's shall have one or more security personnel stationed at all entrances. All patrons entering the premises after 9:00 p.m. shall be checked for weapons by employing either a hand search (frisk) or a metal wand capable of detecting weapons.
 - c. Deano's shall maintain sufficient security to adequately patrol any leased or allotted parking areas.
 - d. All security guards and personnel will wear clothing that conspicuously identifies them as security personnel, such as clothing displaying the word "SECURITY" in large contrasting letters.
 - c. Each security guard shall carry a high-beam flashlight.
 - d. Security personnel shall not fraternize with patrons except as necessary to maintain crowd control and perform security duties.
2. Deano's shall comply with occupancy limits in all areas of its facility.
3. Deano's shall post signs and verbally advise patrons to leave the premises and parking areas in a quiet and peaceful manner.
4. Deano's will refuse to admit anyone appearing to be under the influence of alcohol or drugs.
5. Deano's will criminally trespass anyone found to be in possession of drugs or attempting to enter the premises with any weapon. Deano's will trespass from the premises any person who refuses to cooperate with security or any person who causes a disturbance.
6. Deano's will use its best efforts to reduce, discourage and eliminate persons loitering outside the premises, including times when the business is not open. Anyone continuing to loiter outside the premise after having been warned by management, security, or SPD will be trespassed from the premises.

7. Deano's will sign a Criminal Trespass Contract with the SPD. No person having previously received a trespass admonishment will be allowed back into the premises. A list of admonished persons will be maintained and posted near the entryway. Deano's employees will be trained to use the list to exclude from the premises persons who have been previously admonished.
8. Deano's will provide regular and routine maintenance to the exterior of the premises including window cleaning, keeping shrubbery manicured and keeping the building painted. Deano's will immediately clean up any Graffiti and repair any vandalism damage to the premises.
9. Deano's will restrict any and all pay phones located on the premises to outgoing calls only.
10. Deano's will install and operate security camera(s) and video recording device(s) on the premises with the number and placement of such cameras to be negotiated between the City and Deano's. Warning signs shall be placed conspicuously about the premises stating words substantially as follows: "Warning! Security cameras in use. Activity may be subject to monitoring by the Seattle Police Department". All video recordings shall be retained for at least seven (7) days from the date recorded. Any videotape requested by SPD shall be retained until turned over to SPD or Deano's is informed by SPD that the tape no longer needs to be retained. Any videotape requested by the SPD shall be provided immediately.
11. Deano's will immediately notify SPD of any observed, known or suspected criminal activity, including illegal drug transactions and prostitution activity. Deano's shall cooperate in any investigation by SPD regarding criminal activity in and around the premises.
12. If an entrance or admission fee is charged, Deano's shall maintain a policy of "no re-entry" and will require any patron who leaves the establishment to re-pay a readmission fee equal to the original admission fee.
13. Deano's shall install an entrance breezeway window or otherwise open the entryway area so as to allow a clear viewing of persons and activities.
14. Deano's shall require all employees and all persons and promoters who hold events at Deano's to adhere to this policy.
15. Deano's will post a code of conduct clearly visible to patrons. Such posting shall clearly state the expectations of persons patronizing the establishment. The posting must include a statement that no drugs, weapons or disorderly conduct will be tolerated and that police will be notified in all instances of illegal behavior including assaults, weapons or narcotics violations. The posting will also state that persons engaging in disorderly conduct will be required to leave the premises.

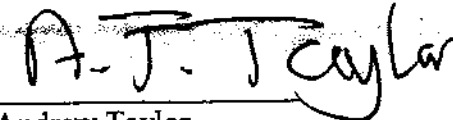
16. Deano's shall require all employees who serve alcohol to attend training by the WSLCB regarding appropriate service of alcohol and recognition of signs of intoxication. Deano's agrees to meet routinely with its employees to discuss appropriate alcohol service.
17. Deano's acknowledges that compliance with the terms of this Community Good Neighbor Agreement does not by itself, constitute fulfillment of Deano's responsibility to be a good neighbor and its duty to comply with all state and local laws.
18. Deano's agrees to work together with the community on crime prevention and reduction efforts. Deano's owners and/or management shall be available to meet with representatives of the City of Seattle and community members as may be necessary and upon request, to discuss concerns of the neighborhood and the City regarding security, crowd control, criminal activity, and other issues which may impact the public safety and welfare of the community. Requests for meetings may be made directly to Deano's by neighborhood groups and representatives, or members of the neighborhood may request the City of Seattle to address neighborhood concerns with Deano's. The City of Seattle's role in assisting the neighborhood in addressing public safety issues is not limited to requests from members of the neighborhood; the City of Seattle may, at its own initiative, address concerns to Deano's. A representative of Deano's will make reasonable efforts to attend regularly scheduled meetings of the Miller Park Community. Deano's shall provide contact numbers to the community to allow members to reach Deano's personnel to discuss issues of immediate concern.
19. Deano's agrees that any action contrary to the terms of this agreement or inaction on the part of Deano's to comply with the terms of this agreement will be deemed a material breach of this agreement.
20. Deano's acknowledges that the City's and community's recommendation regarding future renewals of its liquor license is contingent upon but not guaranteed upon full compliance with the terms of this agreement. Deano's further acknowledges that the City or community may request the WSLCB consider compliance or non-compliance with this agreement in making any decision on renewal of Deano's liquor license, and that the City or community may address issues of public safety concerns to the WSLCB regarding Deano's liquor license regardless of whether such concerns are or are not addressed by this agreement.
21. Deano's acknowledges that it has had the opportunity to seek legal counsel regarding the terms of this agreement and enters into this agreement voluntarily.
22. Based upon the promises of Deano's as set forth in this agreement, the City of Seattle and the Miller Park community will not object to the assumption of the existing liquor license to Darnell Parker and Helen Coleman.


Dated this 8 day of May, 2003.


Darnell Parker and Helen Coleman, D/B/A Deano's Café and Lounge

By: 
Darnell Parker

By: 
Helen Coleman

By: 
Andrew Taylor
Miller Park Community

By: 
Captain Fred Hill
East Precinct Commander
Seattle Police Department

By: 
Judy DeMello
Records, Evidence and Identification Section
Seattle Police Department