THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Le Reve of USA, LLC	)	
t/a Chidogo	)	
	)	License No. 84466
	)	Order No. 2010-406
Application for a New	)	
Retailer's Class DR License	)	
	)	
at premises	)	
1934 14th Street, N.W.	)	
Washington, D.C. 20009	)	
	)	

Le Reve of USA, LLC, t/a Chidogo, Applicant

Will Stephens, Chairperson, Advisory Neighborhood Commission (ANC) 2B

BEFORE: Nick Alberti, Acting Chairperson
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Control Board (Board) reflect Le Reve of USA, LLC, t/a Chidogo, Applicant for a New Retailer's Class DR License, located at 1928 9th Street, N.W., Washington, D.C., and Chairperson Will Stephens, on behalf of ANC 2B, have entered into a Voluntary Agreement, dated July 6, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement also constitutes a withdrawal of the Protest of this Application.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Will Stephens, on behalf of ANC 2B, are signatories to the Agreement.

Accordingly, it is this 28th day of July 2010, **ORDERED** that:

1. The Application filed by Le Reve of USA, LLC, t/a Chidogo (Applicant), for a new Retailer's Class DR license located at 1934 14th Street, N.W., Washington, D.C., is **GRANTED**;

2. The Protest in this matter is hereby **DISMISSED**;

3. The above-referenced Voluntary Agreement submitted by the Applicant and ANC 2B to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification to "Section 10 (Cooperation with Residents)," which shall now read:

   > "Applicant shall make reasonable efforts to meet with the Protestants to discuss any problems arising from the operation of the Establishment. The Applicant agrees to work in good faith with the Protestants to resolve these problems."

   The parties agree to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 2B.

District of Columbia
Alcoholic Beverage Control Board

Nick Alberti, Acting Chairperson

Donald Brooks, Member

Herman Jones, Member

Calvin Nophlin, Member

Mike Silverstein, 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, 1250 U Street, N.W., 3rd Floor, Washington, D.C. 20009.

VOLUNTARY AGREEMENT

THIS AGREEMENT is made and entered into as of this 6th day of July, 2010 by and between La Reve LLC, t/a Chidogo, (hereinafter the "Applicant") and Advisory Neighborhood Commission 2B (hereinafter "Protestant").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a Retailer's Class DR license (# 084466) for the premises of 1934 C 14th Street, N.W., Washington, D.C.

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant's concerns and Protestant will agree to the issuance of the ABC License and withdraws the Protest.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. Noise Suppression: The Restaurant's operation shall at all times be in compliance with the D.C. Noise Control Act. Applicant will encourage employees and patrons, by posted signs or other printed notation, to be considerate of residents in the neighborhood after departing the building in the front or rear, by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes or generate a noise complaint. Applicant agrees that there will be no outdoor disposal of glass bottles after 9:30 pm.

2. Hours of Operation: Applicant operating hours shall be from 11:00 am to 12:00 am Sunday through Thursday and from 11:00 am to 4:00 am Friday and Saturday. Alcoholic beverages may not be carried out of the establishment. Hours of alcoholic beverage sales/service/consumption shall be from 11:00 am to 12:00 am Sunday through Thursday and from 11:00 am to 1 am Friday and Saturday.

3. Deliveries: To maintain the peace, order and quiet of the surrounding residents, Applicant shall receive all deliveries of food, beverages and supplies during hours between 10:00 am and 5:00 pm. Applicant shall instruct vendors that all delivery vehicles serving Applicant to use 14th Street only. At no time will delivery or trash trucks servicing the restaurant block residents' ingress or egress into or out of the Paloma Way alley.

4. Trash Pick-Up and Removal: Applicant will maintain regular trash/garbage removal service only during the hours of 9:30 am to 4:00 pm, from the trash and dumpster area and see that those areas are regularly kept clean. The Applicant shall keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will conduct regular rodent and pest (insect) abatement through a contract with a professional extermination company. Applicant will undertake measures designed to abate odors and noise from the trash area.

5. Removal of Grease and Oils: Applicant will store cooking grease and fatty oils in proper containers with tightly fitting lids and make sure the containers are free and clean from grease from the outside, as required by the District Department of the Environment (DDOE). Additionally, Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in dumpsters or down drains.

6. Litter and Debris Removal: Applicant will maintain free of trash and litter the public space and street to a minimum distance of 18 inches from the curb, adjacent to the front of the Restaurant building along 14th Street in compliance with applicable D.C. regulations in this respect, as often as needed (a minimum of once daily).

7. Ingress and Egress: No patron shall be allowed to ingress or egress at any location except at the designated building's front entrance (except in case of an emergency).

8. Public Space Usage: No tables or other structures shall be placed outside the building without proper licensing and notification.

9. Consideration: Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will instruct employees who are smoking to do so in an area where their conversations are not audible and to restrict conversations and noise while doing so. Applicant will encourage those leaving the Establishment to keep conversations and noise down after 10 pm. Applicant agrees that there will be no outdoor disposal of glass bottles after 9:30 pm.

10. Cooperation with Residents: Applicant agrees to meet, as needed, with the Protestant to discuss any problems arising from the operation of the Establishment. The Applicant agrees to work in good faith with the Protestant to resolve these problems.

11. Modification. 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.

12. Notices. Any notices required to be made under this agreement shall be in writing and mailed by Certified Mail, return receipt requested, postage prepaid, to the Parties to this agreement. Notice is deemed to be received upon mailing.

If to the Protestant: ANC2B, #9 Dupont Circle NW, Washington, D.C. 20036
If to the Applicant: La Reve, LLC, t/a Chidogo, 1934 C 14th Street NW, Washington, D.C. 20009

The Parties may change the notice address listed above by written notice to the others. Failure to give notice shall not constitute waiver or acquiescence to the violation.

13. Withdrawal of Protest: Protestant agrees to the issuance of the license and the withdrawal of their protest upon execution of this Agreement and provided that this Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

14. Right to Protest: The parties agree that Applicant will be given notice of any alleged violation of this Agreement, and will be afforded reasonable time to investigate and respond to any such complaint (not greater than ten (10) days). The parties agree that if reasonable discussion of violations are not resolved then any failure of the Applicant to adhere to the foregoing commitments would constitute a breach of this agreement and grounds for the Protestant to petition the Board for issuance of an order to Show Cause, as provided by the D.C. Regulations.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 6th day of July, 2010.

APPLICANT: of USA LLC
LQ Reve, LLC

By: ~~Bob~~ Hisaoka
Managing Member

Robert

PROTESTANT:
ADVISORY NEIGHBORHOOD COMMISSION 2B

By: Will Stephens
Chairman