

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

_____)	
In the Matter of:)	
)	
Edith Mae and Jessie Kittrell,)	License Number: 10473
t/a Vegas Lounge)	ORDER NUMBER: 2009-228
)	
Renewal Application for Retailer's)	
Class CN License)	
at premises)	
1415 P Street, N.W.)	
Washington, D.C. 20005)	
_____)	

Edith Mae and Jessie Kittrell, t/a Vegas Lounge, Applicant

Charles Reed, Chairperson, Advisory Neighborhood Commission (ANC) 2F, Protestant

Richard Pinnell, Protestant

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

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Control Board (the "Board") reflect that Edith Mae and Jessie Kittrell, t/a Vegas Lounge, Applicant for a Renewal of a Class CN License located at 1415 P Street, N.W., Washington D.C., and Charles Reed, Chair, ANC 2F, and Richard Pinnell (collectively, the "Parties") have entered into a Voluntary Agreement (Agreement) dated September 2, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement 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, Chairperson Reed, and Mr. Pinnell are signatories to the Agreement

Accordingly, it is this 9th day of September 2009, **ORDERED** that:

1. The Application filed by Edith Mae and Jessie Kittrell, t/a Vegas Lounge, for a Renewal of a Retailer's Class CN License located at 1415 P Street, N.W., Washington, D.C., is **GRANTED**,
2. The Protest in this matter is hereby **WITHDRAWN**,
3. This above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant, ANC 2F, and Mr. Pinnell.

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.

VOLUNTARY AGREEMENT

This Voluntary Agreement (“Voluntary Agreement”), dated the 2nd day of September, 2009, by and between Edith Mae and Jessie L. Kittrell, T/A Vegas Lounge (“Licensee”) located at 1415 P Street, NW, Washington, DC 20005 (“Premises”), J. Richard Pinnell (“Pinnell”) who resides at 1413 P Street, N.W., Unit 201, Washington, D.C. 20005 and Advisory Neighborhood Commission 2F (“Commission”).

WHEREAS, Licensee currently operates, and for many years has operated, a nightclub with a Retailer CN-01 liquor license in the above premises; and

WHEREAS, the Commission has protested the renewal of Licensee’s liquor license; and

WHEREAS, the parties have met cooperatively to resolve the problems and concerns of the community represented by the Commission, and have agreed to enter into a Voluntary Agreement; and

WHEREAS, the parties have agreed to submit the Voluntary Agreement for approval to the Alcohol Beverage Control Board for acceptance and approval of such Agreement, with the understanding that the Commission will withdraw its pending protest subject to Licensee’s compliance with the Voluntary Agreement and its approval by the Alcohol Beverage Control Board

NOW, THEREFORE, in consideration of the above and the covenants and promises set forth below, the parties do agree as follows:

1. Recitals. The above recitals are incorporated by reference herein.
2. Rat and Vermin Control Licensee will maintain a contract for monthly pest

control.

3. Trash. Licensee will maintain a contract for trash removal of not less than one (1) time per week. Licensee will keep the area in the alley between the Vegas Lounge and the Cooper Lewis Condominium free from trash that is not in enclosed trash containers.

4. Operations to Reduce Noise.

a. Exterior Noise. In order to reduce noise disturbances by patrons and band members congregating outside the Licensee's establishment during intermissions or while seeking entrance, Licensee will, at its own expense:

i. During times when the Licensee is open for business, post appropriately worded signs outside its Premises requesting patrons to respect the residential nature of surrounding properties.

ii. During times when the Licensee is open for business, place non-permanent stanchions, posts and ropes or similar devices near the entrance to the Premises as a means of causing patrons outside the Licensee's premises to congregate as far away as feasible from beneath the windows of the abutting Cooper Lewis condominium building. Licensee shall promptly apply for a public space permit, if required, from the District Department of Transportation ("DDOT") and from such other authorities as may be necessary; Licensee's obligation in this respect is subject to obtaining all required licenses or approvals. The Commission shall support

Licensee's applications for such permits and approvals.

- iii. During times when the Licensee is open for business, make announcements informing patrons that residential tenancies abut the Vegas Lounge and requesting patrons to respect the peace and quiet of such tenants by minimizing talking and noise outside the Lounge during intermissions and smoking breaks and to promptly leave the area when departing. Licensee will similarly inform and request its performing artists to comply.
- iv. During times when the Licensee is open for business, monitor activity on the sidewalk and encourage patrons to respect the residential nature of surrounding properties.
- v. During times when the Licensee is open for business, make available telephone numbers of Licensee personnel who may be contacted as to noise concerns. Until otherwise changed, nearby residents may contact Jeremy Kittrell (240-876-2483 (voice and text) or jeremy.kittrell@yahoo.com) or Joyce Kittrell (202-262-1536). Licensee agrees to promptly address such concerns.
- vi. Will explore the possibility of installing an awning with retractable sides on the front of the Premises, as a further means of ameliorating exterior noise resulting from Licensee's patrons. The Commission and Pinnell agree to work cooperatively with Licensee in the event Licensee elects to install such an awning.

b. Interior Noise.

- i. Licensee agrees at its own expense to modify its sound system in accordance with the recommendations of Mr. Elgin Evans (“Evans Modifications”). Licensee agrees to use its best efforts to keep the Evans Modifications in place including, but not limited to, an annual “tune up” by Mr. Evans or a similarly qualified individual or company.
- ii. Licensee agrees at its own expense to install a speaker decoupling (“Speaker Decoupling”) as described on Pages 7-8 of the Hush Acoustics LLC Acoustical Review for the Vegas Lounge dated August 4, 2009 (“Hush Report”).
- iii. Licensee agrees at its own expense to install an engineered sound attenuation wall at the east side of the first floor of the Premises from the floor to the underside of the second level floor construction (“First Floor Party Decoupling Wall”) as described on Page 7 of the Hush Report.
- iv. In the event Licensee decides to play live music on the second floor of its Premises, Licensee agrees at its own expense it shall first install an engineered sound attenuation wall of similar design to the First Floor Party Decoupling Wall at the east side of the second floor of the Premises from the floor to the underside of the roof construction (“Second Floor Party Decoupling Wall”).

- v. Licensee agrees to complete the modifications set forth in Sections 4b (i-iv) above within ninety (90) days after approval of this Voluntary Agreement by the Alcohol Beverage Control Board (“Board”) of the District of Columbia Alcoholic Beverage Regulation Administration.
5. Withdrawal of Protest. The Commission will withdraw its pending Protest (and Pinnell will support such withdrawal) subject to approval of this Voluntary Agreement by the Alcoholic Beverage Control Board. So long as the Licensee is in compliance with this Agreement, Pinnell agrees not to protest or to support a protest of the next renewal of the Licensee’s license. This Voluntary Agreement represents a good faith effort by the parties to address all outstanding ABRA issues involving the Licensee. ANC 2F agrees to give the Licensee forty-five (45) days after receiving written notice to resolve any future ABRA issues or concerns that arise prior to filing a protest against the Licensee in the fall of 2010. The parties agree that if they are unable to resolve such issues, they shall submit to good faith mediation conducted through the ABRA Director or his or her designee before pursuing a protest.
6. Licensee’s Application for Substantial Change. The Commission and Pinnell agree to support and not protest the Licensee’s currently pending application for a Substantial Change before the Alcoholic Beverage Control Board to permit use of the second floor and will further agree to a stipulated license.
7. Binding effect. This Agreement shall be binding upon and enforceable against the successors and assigns of Licensee during the term of the license.

8. Notices. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, or return requested, postage prepaid, or hand delivered, to the other party. Notice is deemed to be received upon mailing.

Notice is to be addressed as follows:

a. If to the License, to:

Vegas Lounge
1415 P Street, NW
Washington, DC [ZIP]

With copy to:
Thomas W. Vassar, Esq.
Jung & Vassar, P.C.
Alexandria, VA 22210

b. If to the Commission, to:

Advisory Neighbor Commission 2F
Charles Reed, Chairman
c/o Kile, Goekjian, Reed & McManus, PLLC
1200 New Hampshire Avenue, NW, Suite 570
Washington, DC 20036

With copy to:

Office of Advisory Neighborhood Commissions
1350 Pennsylvania Avenue, NW, Washington, DC, 20004.

9. Counterparts. This agreement may be signed in one or more counterparts, which together shall form a single document.

[Signature page follows]

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first written:

Vegas Lounge

Advisory Neighborhood Commission 2F

By: Jessie Kitrell
Jessie Kitrell
Authorized Representative

By: Charles D. Reed
Charles D. Reed, Chairman

By: Jeremy Kitrell
Jeremy Kitrell
Authorized Representative

Pinnell

J. Richard Pinnell
J. Richard Pinnell