

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

In the Matter of: )  
 )  
Logan Grill, LLC )  
t/a Commissary )  
 )  
Holder of a Retailer's )  
Class CR License ) License No. 71487  
 ) Order No. 2010-008  
at premises )  
1443 P Street, N.W. )  
Washington, D.C. 20005 )  
 )

Logan Grill, LLC t/a Commissary, Licensee

Charles Reed, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2F

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**BEFORE:** Charles Brodsky, Acting Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member

**ORDER ON SECOND AMENDED AND RESTATED  
VOLUNTARY AGREEMENT**

The official records of the Alcoholic Beverage Control Board (the "Board") reflect that Logan Grill, LLC t/a Commissary, is the Holder of a Retailer's Class CR license located at 1443 P Street, N.W., Washington D.C. The Applicant and the Protestants originally entered into a Voluntary Agreement (Agreement) dated July 2, 2008, setting forth the terms and conditions that govern the operation of the Applicant's establishment. The Second Amended and Restated Voluntary Agreement (Amendment) dated December 2, 2009, shall replace the July 2, 2008, submission and shall govern the operation of the Applicant's establishment.

**Logan Grill, LLC**  
**t/a Commissary**  
**License No. 71487**  
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The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Charles Reed of ANC 2F are all signatories to the Agreement.

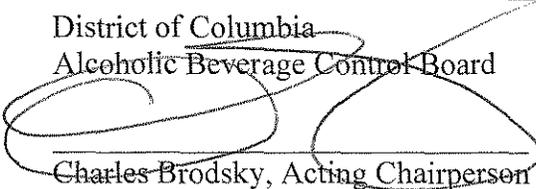
Accordingly, it is this 13<sup>th</sup> day of January 2010, **ORDERED** that:

1. The above-referenced Amendment submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;

2. The Amendment shall **REPLACE** the previous Voluntary Agreement dated July 2, 2008; and

3. Copies of this Order shall be sent to the Applicant and ANC 2F.

District of Columbia  
Alcoholic Beverage Control Board

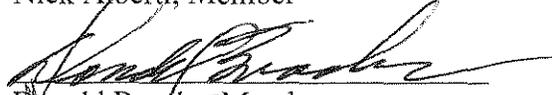


Charles Brodsky, Acting Chairperson

Mital M. Gandhi, Member



Nick Alberti, 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, 1250 U Street, N.W., 3<sup>rd</sup> Floor, Washington, D.C. 20009.

## SECOND AMENDED AND RESTATED VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made this 2nd Day of December 2009, by and between LOGAN GRILL, LLC T/A COMMISSARY ("Applicant") and ADVISORY NEIGHBORHOOD COMMISSION 2F ("ANC 2F").

### WITNESSETH

WHEREAS, Applicant and ANC2F entered into a voluntary agreement dated October 6, 2004, which was approved by the Alcohol Beverage Control Board; and

WHEREAS, Applicant and ANC 2F amended and restated such voluntary agreement in July 2008; and

~~WHEREAS, Applicant now wishes to make certain changes to make clear that~~  
the sidewalk café may open at 8:00 am; and to amend and restate the voluntary agreement accordingly; and

WHEREAS, ANC 2F having noted that Applicant has faithfully complied with its obligations under the Voluntary Agreement, is agreeable to the requested changes in operation, conditioned upon the Applicant's continued compliance with the terms of this written Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of Business. The Applicant shall manage and operate a full-service restaurant with full dinner menu service, and may include full breakfast and lunch menu service,

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as noted below. Any change from this model shall be considered by all parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

3. Square Footage and Occupancy. The establishment is approximately 3,500 square feet. Applicant will provide seating for up to eighty-four patrons at tables and for fifteen patrons at the bar. Applicant shall post the certificate of occupancy in a prominent location. Applicant may not expand its occupancy or reduce available seating by more than 20% without amendment of this agreement.

4. Hours of Operation. Applicant's proposed hours of operation are as follows:

|                   |                             |
|-------------------|-----------------------------|
| Monday – Thursday | 8:00 a.m. to 12:00 midnight |
| Friday            | 8:00 a.m. to 1:00 a.m.      |
| Saturday          | 9:00 a.m. to 1:00 a.m.      |
| Sunday            | 9:00 a.m. to 12:00 midnight |

Applicant may extend its hours no more than one hour without amendment of this Agreement. The Application shall provide notice to the Community of any change in hours of operation. Up until one (1) hour prior to closing, Applicant's kitchen facilities shall remain open with full menu service. To the extent there are problems resulting from Applicant's hours of operation, the parties hereto agree to in good-faith meet to discuss solutions to such problems including, at a minimum, any necessary reduction in hours.

5. Public Space and Trash. The Applicant shall keep the sidewalk (up to and including the curb), tree boxes, 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 twice daily for refuse and other materials. The Applicant shall maintain a fenced-in dumpster in the rear of the building. Applicant further agrees to hold all recyclable materials and perishable food waste within the building until the morning of the scheduled pickup. Trash and recyclable

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material shall not be deposited into the outside dumpster or other exterior holding facilities between the hours of 11:00 p.m. (12:00 midnight on Friday and Saturday) and 8:30 a.m. weekdays and up to. The Applicant shall require its trash and recycling contractors to pickup trash and materials after 9:00 a.m. Applicant will not install exterior public pay phones.

6. Sidewalk Café. The Applicant may have outside seating in a sidewalk café area in front of its premises upon receipt of a public space permit, and may serve alcoholic beverages in such area. The sidewalk café shall be of a size and occupancy, and place in a location approved by the District of Columbia Public Space Committee after notice and comment by ANC 2F. The sidewalk café may be open from 8:00 am each day. No one shall be served in the café area after 10:30 p.m. Sunday through Thursday or after 11:30 p.m. Friday or Saturday. The café area shall be closed within one half hour of the end of table service as specified above. To the extent there are problems resulting from Applicant's outdoor seating, the parties hereto agree to in good-faith meet to discuss solutions to such problems, including, at a minimum, any necessary reduction of hours or occupancy.

7. Rat and Vermin Control. The Applicant shall provide rat and vermin control for its property. At the present time, the intended pest control company shall be Western Pest Control. Applicant shall provide proof of its rat and vermin control contract upon request of ANC 2F.

8. Noise and Privacy. Applicant shall comply with the noise control requirements of Title 25, Section 725 of the D.C. Code, make any needed architectural improvements to the property, and take all necessary actions to ensure that music, noise, and vibration from the establishment are not audible from within the adjacent residential properties. Applicant shall

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also take reasonable steps to ensure that music; noise and vibration are not disruptive to the adjacent residential property owners' reasonable use of outdoor areas of their property.

9. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of the establishment during the hours of operation and as they depart at closing.

10. Dancing and Music. Applicant shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. Applicant shall not have live music or disc jockeys, except that Applicant may have a jazz band for Saturday and/or Sunday brunch. Applicant shall keep all recorded music at a level that is inaudible from outside the establishment.

11. Security. Applicant shall reasonably control unruly behavior by its patrons, whether on or in the area immediately adjacent to its premises.

12. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premise and made available to any person, including, but not limited to, law enforcement officer, Alcohol Beverage Regulatory Administration inspector or other official or ANC 2F Commissioner immediately upon request.

13. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is encouraged to regularly send a representative to ANC 2F meetings, which occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, Washington, D.C. 20005. Applicant, upon notice from the ANC 2F, shall send a representative of the establishment to a meeting of ANC 2F to discuss and find ways to reasonably resolve any problems associated with its operations.

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14. License Ownership. Applicant agrees to abide by all ABC regulations regarding ownership of the license. Applicant also agrees to be the sole owner of the ABC license. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.

15. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.

16. Notices. In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing by the person alleging such violation and given the opportunity to cure such violation within thirty (30) days thereafter before action against the Applicant on the basis of such violation may be undertaken. A material violation of this Agreement or its ABC license by Applicant that has not been corrected after such thirty (30) days notice shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the Community. Notice is deemed to be received upon mailing. Notice is to be given as follows:

1. If to Applicant, to:

David Winer, Managing Member  
Logan Grill LLC  
1443 P Street, N.W.  
Washington, D.C. 20005

2. If to ANC 2F, to:

Advisory Neighborhood Commission 2F  
5 Thomas Circle

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Washington, D.C. 20005

With copy to:

Charles D. Reed  
Kile Goekjian Reed & McManus, PLLC  
1200 New Hampshire Avenue, NW, Suite 570  
Washington, DC 20036

Applicant may change the notice address listed above by written notice to ANC 2F at the addresses listed above. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcohol Beverage Control Board.

15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date and year first above written.

APPLICANT:

Logan Grill, LLC T/A Commissary

By: \_\_\_\_\_  
David Winer, Managing Member

Advisory Neighborhood Commission 2F

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

Washington, DC 20036

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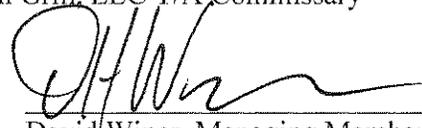
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Logan Grill, LLC T/A Commissary

By:



David Winer, Managing Member

Advisory Neighborhood Commission 2F

By:



Charles D. Reed, Chairman