

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Dupont Circle Advisory Neighborhood Commission 2B



November 4, 2003

Mr. Charles Burger
Acting Chairperson, Alcoholic Beverage Control Board
941 North Capitol Street, NE, 7th Floor
Washington, DC 20002

RE: Retailer's Class "C" Application by Jojo Development, Inc., T/A Jojo Restaurant & Bar; Application #50250

Dear Mr. Burger:

The purpose of this letter is to formally notify the Board that Dupont Circle Advisory Neighborhood Commission (Commission or ANC 2B) has settled certain issues related to the ABC Application submitted by Jojo Development, Inc., T/A Jojo Restaurant & Bar; CR Application #50250; 1518 U St., NW; for ABC service. ANC 2B has entered into a voluntary agreement to address issues of neighborhood concern and withdraws its protest contingent upon the Board's incorporation of the attached voluntary agreement in the final order on this matter. A copy of the agreement is attached.

Commissioner Ramon Estrada, in whose Single Member District this business is located, is the Commission's representative on this matter. Commissioner Estrada may be reached on (202) 251-8849 or by e-mail at Ramon.Estrada@DupontCircleANC.net for additional information or assistance.

ON BEHALF OF THE COMMISSION:

Very truly yours,

Vince Micone
Chairperson

Enclosure

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

In the Matter of:)	
)	
JoJo Development, Inc.)	
t/a JoJo Restaurant & Bar)	
)	
Application for a Retailer's Class CR)	
License – new)	Application no. 50250-03/076P
at premises)	2004-14
1518 U Street, N.W.)	
Washington, D.C.)	

Vince Micone, Chairperson, on behalf of the Advisory Neighborhood Commission 2B, John Whall, Kenlee Ray, Dan Gamber, Michael Schade, Clinton M. Williams, Patrick Cirillo, Mary F. Hanley, Richard T. Busch, Ronnie J. Kweller, Barton H. Turner, Wayne Drouin, Gregory McGruder, Adel Meer, Peter Brehm, Helene Scher, James H. Mears, Gillian Graham West, Mark Huey, Thomas E. Popovic, and Gregory R. DuRoss, Protestants

Kibour Ayichew, President, on behalf of the Applicant

BEFORE: Charles A. Burger, Interim Chairperson
Vera Abbott, Member
Peter Feather, Member
Judy A. Moy, Member
Audrey E. Thompson, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The application, having been protested, came before the Board on September 17, 2003, in accordance with the D.C. Official Code Title 25, Section 601 (2001 Edition). Vince Micone, Chairperson, on behalf of the Advisory Neighborhood Commission 2B, John Whall, Kenlee Ray, Dan Gamber, Michael Schade, Clinton M. Williams, Patrick Cirillo, Mary F. Hanley, Richard T. Busch, Ronnie J. Kweller, Barton H. Turner, Wayne Drouin, Gregory McGruder, Adel Meer, Peter Brehm, Helene Scher, James H. Mears, Gillian Graham West, Mark Huey, Thomas E. Popovic, and Gregory R. DuRoss filed a timely protest letters.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board.

JoJo Development, Inc.
t/a JoJo Restaurant & Bar
Case no. 50250-03/076P
Page two

Pursuant to the agreement, dated October 30, 2003, the protestants have agreed to withdraw the protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 12th day of November 2003, **ORDERED** that:

1. The protests of Vince Micone, Chairperson, on behalf of the Advisory Neighborhood Commission 2B, John Whall, Kenlee Ray, Dan Gamber, Michael Schade, Clinton M. Williams, Patrick Cirillo, Mary F. Hanley, Richard T. Busch, Ronnie J. Kweiler, Barton H. Turner, Wayne Drouin, Gregory McGruder, Adel Meer, Peter Brehm, Helene Scher, James H. Mears, Gillian Graham West, Mark Huey, Thomas E. Popovic, and Gregory R. DuRoss are **WITHDRAWN**;

2. The application of JoJo Development, Inc. t/a JoJo Restaurant & Bar for a retailer's class CR license (new) located at 1518 U Street, N.W., Washington, D.C. is **GRANTED**;

3. The above-referenced agreement is **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Protestants and the Applicant.

District of Columbia
Alcoholic Beverage Control Board

Charles A. Burger
Charles A. Burger, Interim Chairperson

Vera Abbott, Member

Peter B. Feather
Peter Feather, Member

Judy A. Moy, Member

Audrey E. Thompson
Audrey E. Thompson, Member

VOLUNTARY AGREEMENT

THIS AGREEMENT made this 30 day of October, 2003, by and between JOJO DEVELOPMENT INC., T/A JOJO'S RESTAURANT AND BAR ("Applicant") and ADVISORY NEIGHBORHOOD COMMISSION 2B ("ANC 2B").

WITNESSETH

Whereas, JoJo Development Inc. ("Licensee") has applied for an ABC Class CR license for the premises located at 1518 U Street, NW, Washington, D.C.. Case No. 50250; and

Whereas, the Dupont Circle Advisory Neighborhood Commission ("ANC 2B") and Neighborhood Protestants of Record ("NPR") have filed a protest to the issuance of a new license; and

Whereas, the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment and cooperative efforts of the Licensee, ANC2B, and NPR

Now, therefore, in consideration of the agreements set forth herein, ANC2B and NPR agree to withdraw its protest and Licensee agrees to comply with the terms of the agreement as set forth hereinafter.

Further, all the parties agree to participate in an on-going, structured process of consultation to identify and resolve problems. Protest of ABC Board actions is viewed as a last resort.

Upon acceptance by the ABC Board, this agreement is entered into and attached to the license.

Licensee agrees:

- A. Licensee will comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class CR license to which this agreement applies, as applied and approved by the District of Columbia in the name of Licensee.
- B. Licensee, its officers and employees, will cooperate with the Dupont Circle Advisory Neighborhood Commission (ANC2B) and the Neighborhood Protestants of Record (NPR) to address any alleged violation of the laws and regulations referred to in Provision A above and in any request of an appropriate enforcement agency to investigate an alleged violation.
- C. Licensee will notify ANC2B and NPR of any application to transfer the license when filing such application with the Alcohol Beverage Regulation Administration.
- D. Licensee agrees to take reasonable measures to ensure that the immediate environs of the establishment are kept free of litter and debris on a daily basis. The "immediate environs" is defined in Section 720.2 of the ABC Regulations as including "all property on which the premises are located; all property used by the licensee to conduct business, whether part of the premises or not, including parking lots and portions of any alleys, sidewalks or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."
- E. Licensee agrees to refrain from using any exterior space, public or private, for the sale or service of food and beverage, directly or indirectly related to the operation of the establishment.
- F. Licensee agrees to keep all rear doors and windows closed at all times to reduce any and all noise levels emanating from the establishment into the alley and adjoining residential areas. JoJo's shall assure that the building is soundproof such that no noise from the establishment shall be audible in any residential premises.

Voluntary Agreement

JoJo Development Inc., T/A JoJo's Restaurant and Bar and Advisory Neighborhood Commission 2B

October 30, 2003

Page 1 of 4

- G. Licensee agrees to maintain trash, garbage and recycling material storage facilities in which all containers have lids which are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage and recycle materials generated by the establishment, and to assure that trash, garbage, and recycle materials are removed at least three times per week, and only during the hours between 8:00 AM and 8:00 PM.
- H. Licensee agrees to the following hours of operation: Sunday – Thursday 9am – 2am. Kitchen closes at 12am (midnight) and bar closes at 1am. Friday and Saturday 9am – 3am. Kitchen closes at 12am (midnight) and bar closes at 2am. Only alcohol sold by JoJo's can be consumed in the facility. Liquor cannot be brought into the premises by patrons for consumption. Alcoholic beverages sold by JoJo's cannot be taken off its premises for consumption.
- I. Parking: The Licensee will contract for legal off street parking for patrons and staff of the establishment when providing live entertainment (currently planned for Friday and Saturday). The Licensee will provide copy of parking contract. The Licensee will seek legal off street parking for patrons and staff of the establishment on the remaining days and work with business neighbors and residents to discourage staff and patrons of the establishment from parking on private or public property. The two parking spaces at the rear of the premisses will only contain the maximum of two (2) vehicles at anytime and are to be used solely for staff use only.
- J. Delivery: JoJo's shall only receive deliveries between the hours of 8:00 AM and 5:00 PM in the front and rear of the establishment. Delivery vehicles shall not block the alley.
- K. All contracts for private parties/celebrations/occasions that, in essence, prohibit normal operation of the establishment, shall adhere to all appropriate rules and regulations as set forth by the government of the District of Columbia that govern the operation of the establishment, including the contents of this agreement.
- L. It is understood that the provisions of this Voluntary Agreement shall become part of the conditions of this license and shall remain valid upon transfer or renewal of the license. The parties agree to make good faith efforts to resolve any issues arising from this agreement, prior to seeking action from the ABC Board. Licensee is aware that applicable law permits the ABC Board to suspend or revoke the license due to failure of the licensee to correct any violations of the conditions of the license within thirty (30) days of the ANC and/or NPR seeking action from the ABC Board.
- M. Licensee will meet with the ANC2B and NPR at either licensee's, ANC2B's, or NPR's request to discuss and resolve matters of mutual concern.
- N. JoJo's shall inform ANC2B and NPR and keep updated the names and contact phone numbers for all JoJo's owners and managers. Public and any office phone numbers for JoJo's will be included in this list.

ANC2B and NPR agree:

- A. ANC2B and NPR will support the issuance of the Licensee's ABC license in consideration of agreement to these provisions.
- B. ANC2B and NPR will work with the Licensee and the appropriate city agencies to assist in the general overall improvement of the neighborhood involving peace, order and quiet, trash, loitering, and other infractions of the law.
- C. ANC2B and NPR will meet with the Licensee at Licensee's request to discuss and resolve matters of mutual concern.

Voluntary Agreement

JoJo Development Inc., T/A JoJo's Restaurant and Bar and Advisory Neighborhood Commission 2B

October 30, 2003

Page 2 of 4

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

WITNESS:

APPLICANT:
JOJO DEVELOPMENT INC., T/A JOJO'S
RESTAURANT AND BAR

By: [Signature]
John Whall
(print name)

By: [Signature]
Benjamin Kihawa
(print name)

Advisory Neighborhood Commission 2B:

By: [Signature]
Richard T. Busch
(print name)

By: [Signature]
Vince Micone Chan
(print name)

By: [Signature]
GREGORY R. DUFROSS
(print name)

By: [Signature]
THOMAS E. POPOVICH
(print name)

By: [Signature]
Kenlee Ray
(print name)

By: [Signature]
Dan Gamber
(print name)

By: [Signature]
James H. MEURS
(print name)

By: Mark C. Heagy
Mark C. Heagy
(print name)

By: Clinton M. Williams
Clinton M. Williams
(print name)

By: Peter Braham
PETER BRAHAM
(print name)

By: Patrick Cirillo
PATRICK CIRILLO
(print name)

By: Mary F. Hanley
MARY F. HANLEY
(print name)

By: Ronnie J. Kewler
Ronnie J. Kewler
(print name)

By: Helene Scher
Helene Scher
(print name)

By: _____

(print name)

Agreement Signatories:

- 1) Vince Micone ANC Chair
2BO2
- 2) Ben Kibour
JoJo's Restaurant and Bar
1518 U Street, NW
Washington, DC 20009
- 3) Peter Brehm
1515 Caroline Street, NW
Washington, DC 20009
- 4) Richard T. Busch
1520 Caroline Street, NW
Washington, DC 20009
- 5) Patrick Cirillo
1519 Caroline Street, NW
Washington, DC 20009
- 6) Gregory R. DuRoss
1524 Caroline Street, NW
Washington, DC 20009
- 7) Dan Gamber
1502 Caroline Street, NW
Washington, DC 20009
- 8) Mary F. Hanley
1513 Caroline Street, NW
Washington, DC 20009
- 9) Mark Huey
1515 Caroline Street, NW
Washington, DC 20009
- 10) Ronnie J. Kweiler
1925 16th Street, NW
Apt. 501
Washington, DC 20009
- 11) James H. Mears
1517 Caroline Street, NW
Washington, DC 20009
- 12) Thomas E. Popovich
1518 Caroline Street, NW
Washington, DC 20009
- 13) Kenlee Ray
1930 15th Street, NW
Washington, DC 20009