

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

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In the Matter of:)	
)	
Salma, LLC)	
t/a International Grill)	
)	Case No. 08-PRO-00001
Application for an)	License No. 76011
Substantial Change)	Order No. 2009-034
To its Retailer's Class CR License)	
at premises)	
2013 14th Street, N.W.)	
Washington, D.C.)	
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Salma, LLC. t/a International Grill, Applicant

Thomas K. D. Smith, Chairperson, on behalf of Advisory Neighborhood Commission 1B, and Mark Keiner, Bruce Kirsch, Lauren Victor, Alisa Ferguson, Charlie Douth and Phillip Spalding, (A Group of Five or More Individuals), Protestants

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ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application filed by Salma, LLC. t/a International Grill, (Applicant), for a Substantial Change to its Retailers Class CR license, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Status hearing on January 21, 2009 in accordance with D.C. Official Code § 25-601 (2001). Mark Keiner, Bruce Kirsch, Lauren Victor, Alisa Ferguson, Charlie Douth and Philip Spalding, (A Group of Five or More Individuals) (Protestants), filed a timely protest letter dated November 7, 2008.

The official records of the Board reflect that the Applicant and Advisory Neighborhood Commission (ANC) 1B have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. As a result of the Voluntary Agreement, dated July 16, 2008, the Protestants have agreed to withdraw its protest. However, the Board's approval of the pending Application is conditioned upon the Licensee's continuing compliance with the terms of the Voluntary Agreement.

Salma, LLC.
t/a International Grill
License No. 76011
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Accordingly, it is this 11th day of February 2009, **ORDERED** that:

1. The protest of A Group of Five or More Individuals is **WITHDRAWN**;
2. The Application filed by Salma, LLC. t/a International Grill, for a Substantial Change to its Retailer's Class CR License at 2013 14th Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order;
4. Copies of this Order shall be sent to the Protestants and to the Applicant.

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 Concerning Changes to License
76011 to Salma, LLC dba International Grill dba Red Lounge**

THIS AGREEMENT made and entered into this 16th day of January 2009, by and between Salma LLC (Applicant) and ANC1B witnesses:

Whereas Applicant has filed for substantial changes to CR01 license 76011 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) located at 2013 14th Street NW, Washington, DC 20009 (premises).

Whereas in recognition of the ABC Board's policy of encouraging parties to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address ANC1B's concerns and to include this agreement as a formal condition of its application. and (2) ANC1B will agree to recommend the issuance of the new license, provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement. This voluntary Agreement supersedes all others;

Whereas Applicant has recently taken or intends to take, certain measures designed to ameliorate ANC1B's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and ANC1B hereby agree as follows:

A. NOISE. Applicant will strictly comply with DC Official Code 25-725 and to that end shall make architectural improvement needed to comply with this code. To include taking all necessary actions to ensure that music; noise and vibration from the business are not audible within adjacent residential properties. Entertainment is specified as "comedy, multimedia presentations, and solo vocalists with accompaniment, disc jockey, jazz band." Dancing is not specified and not permitted at this time. Dancing would be permitted if applicant applies and adds dancing to the permit. No music will be played or amplified to any outdoor area. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or any sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor. Applicant agrees to monitor sound levels and keeping them within DC Code.

B. HOURS OF OPERATION. Applicant's hours of operation and sales shall be as follows:

Sunday	10:00AM to Midnight
Monday through Thursday	10:00AM to 2:00AM
Friday & Saturday	10:00AM to 3:00AM

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DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
CONTROL BOARD
ADMINISTRATIVE

Applicant agrees that the establishment will be shut down, completely vacated, except for routine maintenance, and cleans up by closing time each night. Applicant agrees that there will be no after-hours activities in the establishment. Any change to the hours of operation will constitute a substantial change to this license.

C. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant shall not maintain dumpsters or any refuse on any public space. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink. Applicant shall request that its trash and recycling contractors pick trash and materials no earlier than 6:00 AM and no later than 6:00PM.

D. CAPACITY. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents. Applicant shall stage patrons waiting for seating inside the establishment, and shall discourage outside loitering.

E. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets. Applicant shall suggest parking at the Reeves Center to all patrons.

F. SIGNAGE/PUBLICITY. Signage shall be coordinated and approved by DC Historic Preservation Office. Applicant agrees that there will be no alcohol advertisements visible through the windows of this establishment. In all signs and advertisements, Applicant shall emphasize food over alcoholic beverages. All publicity will include trade names registered with ABRA.

G. MODIFICATION OF VOLUNTRARY AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

H. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

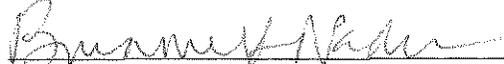
I. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official Code 25-447. Unless otherwise noted above, any notices required to be made under this agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

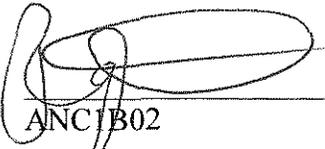
If to Applicant: Amadou Bah
2013 14th Street NW
Washington DC 20009

If to Protestant: ANC1B
PO Box 73710
Washington DC 20056

Wherefore, by the signing of the representatives of Applicant and ANC1B, Applicant hereby agrees to aforementioned covenants and ANC1B agrees to the issuance of the amended Class CR license to Applicant, provided that this agreement is incorporated into the ABC Board's order issuing an amended Class CR license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.


Amadou Bah, International Grill


Chairman IB


ANC1B02

Accordingly, on this 16th day of January 2009, it is ordered that the Voluntary Agreement between Applicant and ANC1B be incorporated into the ABC Board's order issuing Applicant an amended Class CR01 license.