

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

<u>In the Matter of:</u>	)	
	)	
Soussi, Inc.	)	
t/a Soussi	)	
	)	License no. 60448
Application for a Retailer's Class	)	Application no. 7534
License CR	)	2005-25
at premises	)	
2228 18 <sup>th</sup> Street, NW	)	
Washington, DC 20009	)	
	)	

Denis I.E. James, Executive Vice President, Kalorama Citizens Association, and Jamal Sahri, on behalf of Applicant

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

**ORDER ON VOLUNTARY AGREEMENT**

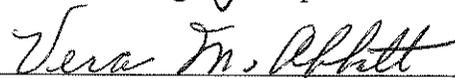
This matter came before the Board for approval on September 8, 2004. The signatories to the attached voluntary agreement dated August 31, 2004, submitted the agreement to the Board in accordance with the D.C. Official Code Title 25, Section 446 (2000 Edition). However, the Board struck the last sentence in provision number one.

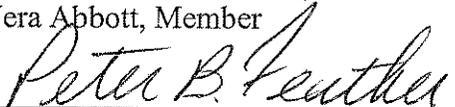
Having determined that the agreement, as amended by the Board, complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 5<sup>th</sup> day of January 2005, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and does **INCORPORATE** the text of the same into the Order.

Soussi, Inc.  
t/a Soussi  
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District of Columbia  
Alcoholic Beverage Control Board

  
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Charles A. Burger, Chairperson

  
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Vera Abbott, Member

  
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Peter B. Feather, Member

  
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Judy A. Moy, Member

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Audrey E. Thompson, Member

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DARA  
From  
8/31/04

**COOPERATIVE AGREEMENT CONCERNING  
RENEWAL OF ABC LICENSE  
FOR SALE OF ALCOHOLIC BEVERAGES**

**AGREEMENT**, made and entered into this 31st day of August, 2004, by and between Soussi, Inc., trading as Soussi (hereinafter the "Applicant"), and the Kalorama Citizens Association (hereinafter the "KCA"). Soussi and the KCA comprise the "Parties".

**Whereas**, Applicant has filed an Application (No. 7534) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a Class CR-01 License (No. 60448) located at 2228 18<sup>th</sup> Street, N.W., Washington DC 20009,

**Whereas**, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching Cooperative Agreements, the Parties hereto desire to enter into a Cooperative Agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this Agreement as a formal condition of its Application, and (2) the Protestants will agree to the issuance of the renewal of the license, and withdrawal of the protest, provided that such Agreement is incorporated into the Board's order approving such renewal, which order is thereby conditioned upon compliance with such Agreement,

**Whereas**, the use of the public space for a sidewalk café in such close proximity to an R-5-B residence zone has created noise disturbance problems for nearby residents and has proved to be an inappropriate use after certain hours,

**Whereas**, Applicant has recently taken or intends to take certain measures designed to ameliorate the KCA's concerns,

Upon approval by the ABC Board, this agreement shall replace and render null and void any previous agreements between the Parties,

**Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:**

1. Operation

At all times, the Applicant shall operate as a bona-fide restaurant with the primary purpose of food preparation and consumption. The kitchen shall be open and operational with cooked food menu items available until at least 2 hours before the approved closing time, each night that the establishment is open for business.

Applicant agrees that he will not apply for any change in license class.

2. Premises.

Applicant agrees that the area of premise for service of food and alcoholic beverages is the first floor, second floor and Sidewalk Café only at 2228 18<sup>th</sup> Street, NW.

Applicant agrees that he will not apply to expand the size or capacity of the First or Second Floors of the establishment in any way.

Applicant further agrees that the use of the basement is for storage only. There will be no use of the basement by patrons.

### 3. Hours of Operation

#### **INSIDE: First Floor and Second Floor:**

Sunday through Thursday: 5:00 pm until 2:00 am.

Friday and Saturday: 5:00 pm until 3:00 am.

Applicant agrees to cease service of alcohol (Last Call) at:

1:30 am, Sunday through Thursday, and at:

2:30 am, Friday and Saturday

#### **SIDEWALK CAFÉ (public space on the Kalorama Road side of the building):**

Sunday through Thursday: 5:00 pm until 12:00 midnight. When sidewalk café is open until midnight, the kitchen shall stay open until midnight regardless of the hour of operational closure on any given Sunday through Thursday.

Friday and Saturday: 5:00 pm until 1:30 am. When sidewalk café is open until 1:30 am, the kitchen shall stay open until 1:30 am regardless of the hour of operational closure on any given Friday or Saturday.

Applicant shall apply to the Public Space Committee for permission to install clear plastic curtains of Weblon or a similar product, capable of being rolled up to preserve the amenity of the sidewalk café, and permission to install indoor/outdoor carpet on the floor of the sidewalk café. The following paragraph is predicated on the Applicant applying as described above.

Further, it is understood between the Parties that the Applicant intends to apply to the Public Space Committee and in turn to the ABC Board for permission to increase the number of seats on the sidewalk café from 22 to 36, a number that had previously been approved by the Public Space Committee but was then reduced when a previous owner amended and altered the design of the sidewalk café. Provided that all other provisions of this Agreement are complied with the KCA agrees to not object to the changes sought by the Applicant described above. The Parties agree to amend this agreement to reflect the new occupancy, should the requests be granted.

Should Applicant receive permission from the Public Space Committee and install curtains the same or similar to those described above, the curtains will remain open April 1 through October 31, except for inclement weather, such as rain, snow, hail, and high winds. The curtains shall be fully closed by Applicant each night of operation at 11:00 pm to help preserve the tranquility of the neighborhood.

Regardless of any permission granted or not granted by the Public Space Committee, Applicant agrees to install sound dampening foam on the brick wall of the sidewalk café, and to cover it with cloth.

Further, Applicant shall rework the French doors leading into the restaurant from the sidewalk

café to a more aesthetically pleasing design.

Applicant will not place any business sign on the sidewalk café or the roof over the sidewalk café along the Kalorama Road side of the building.

Applicant agrees to operate the Sidewalk Café alongside the 1800 block of Kalorama Road, NW under the following conditions:

- a.) Applicant will obtain and keep current the required Certificate of Use and keep in place the necessary insurance and pay rent for the use of the public space in a timely fashion.
- b.) The Sidewalk Café will be laid out in accordance with the approved drawing.
- c.) The use of public space for the Sidewalk Cafe will comply with all applicable provisions of Chapters 2 and 3 of 24DCMR.
- d.) In accordance with Public Space regulation 24DCMR 314.9 and 314.10, Applicant agrees to not place or cause to be placed any trash, garbage, recycling or grease/oil storage containers on the public space.
- e.) Applicant agrees that there will be no patrons, seating or standing in the area of the sidewalk café that is not under the roof structure.
- f.) All patrons of the sidewalk café will be seated. No standing patrons in addition to the seated patrons will ever be permitted. Applicant agrees to strictly abide by the agreed capacity of 22 patrons for the sidewalk café and to never place more than 22 chairs on the sidewalk café.

#### 4. Occupancy

Capacity will not exceed:

Interior tables and bar: 48

Sidewalk Café: 22

#### 5. Noise/Music/Dancing

Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

- a) Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with the DC Noise Control Act of 1977 (Public Law 2-53), as amended.
- b) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a 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.
- c.) Doors used for patron ingress and egress will never be propped or tied open after 11:00 pm.
- d.) Music from inside will not be audible at surrounding residential housing areas.
- e.) There will be no cover charge.
- f.) There will be no dancing at the establishment.
- g.) There will be no live entertainment of any type.

#### 6. Trash/Garbage/Rodents

a.) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash area, and see that the trash area remains clean. Applicant shall deposit trash and garbage only in rodent-proof containers and shall see that container covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will

make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.

b.) Applicant agrees to segregate bottles (and recycle bottles, cans and cardboard in accordance with DC Law) from trash and agrees there will be no dumping of empty bottles outside or pickup of the recycling and refuse in the alley behind the restaurant between the hours of 11:00 pm and 7:00 am, seven days a week.

c.) Applicant agrees to not store any items, including any restaurant equipment in the rear alleyway where trash and recycling cans are placed, anywhere on the public space adjoining the restaurant, or on the roofs of the building.

d.) Applicant agrees that the establishment's trash/garbage and recycling containers will remain tightly secured and that any bags placed inside will be tightly sealed.

#### 7. Exterior, Including Public Space

a) Applicant shall assist in the maintenance of the alleyway behind and the space in front of (18<sup>th</sup> Street) and to the side of (Kalorama Road) the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

b) Applicant will provide for the proper removal and recycling of grease and fatty oils from the establishment. Applicant agrees never to place any container holding grease or fatty oils in his trash/garbage container.

#### 8. Miscellaneous

a) Applicant agrees not to place outside in the public space Sidewalk Café any loudspeaker, tape player, CD player, or other similar device, or to place any inside speaker in such a way that it projects sound into the public space Sidewalk Café.

b) Applicant agrees to operate the establishment under the terms of its license and will not rent out, or otherwise make available the establishment to third parties for events where the owner-manager is not present and managing the business.

c) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on trees, lampposts, street signs or any vehicle parked in the public space.

#### 9. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

#### 10. Consideration

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front of or on the side of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise to a minimum from 11:30 pm to 7:00 am.

#### 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. Regulations

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude the Protestants from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

13. Availability of Voluntary Agreement

Applicant agrees to keep available at all times a copy of this Agreement at his/her establishment and to familiarize all his/her employees with its conditions.

Applicant:

Kalorama Citizens Association

By:

Signature

*Sabri Jamal* (President)

(Please print name and title)

Date

8-31-04

By:

*Denis I. E. James*  
Executive Vice President

Date

8-31-2004