

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

**In the Matter of:** )

Bangkok Joe's, LLC )  
t/a Bangkok Joe's )

Application for a Retailer's Class CR )  
License – Substantial Change )  
at premises )  
3000 K Street, NW )  
Washington, D.C. )

Application no.: 50229-04/064P  
Order no.: 2004-02

Bangkok Joe's, LLC, Applicant

Tom Birch, Chairperson, on behalf of the Advisory Neighborhood Commission 2E, the Citizens Association of Georgetown, and the Washington Harbor Unit Owners Association, Protestants

**BEFORE:** Charles A. Burger, Chairperson  
Vera M. Abbott, Member  
Judy Moy, Member  
Audrey E. Thompson, Member  
Peter B. Feather, Member  
Albert G. Lauber, Member  
Eartha Isaac, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The application, having been protested, came before the Board on June 9, 2004, in accordance with D.C. Official Code § 25-601 (2001). Tom Birch, Chairperson, on behalf of the Advisory Neighborhood Commission 2E, the Citizens Association of Georgetown, and the Washington Harbor Unit Owners Association, Protestants, filed timely oppositions by letters dated May 13, 2004, May 17, 2004, and May 25, 2004.

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. Pursuant to the agreement (undated), the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

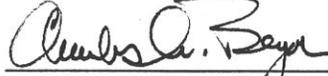
**Bangkok Joe's, LLC**  
**t/a Bangkok Joe's**  
**Case no. 50229-04/064P**  
**Page two**

Accordingly, it is this 5<sup>th</sup> day of January 2005, **ORDERED** that:

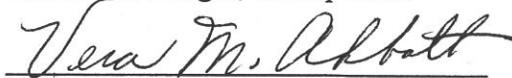
1. The protests of Tom Birch, Chairperson, on behalf of the Advisory Neighborhood Commission 2E, the Citizens Association of Georgetown, and the Washington Harbor Unit Owners Association, are **WITHDRAWN**;
2. The application of Bangkok Joe's, LLC, t/a Bangkok Joe's for a retailer's class CR license (substantial change) at 3000 K 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.

Bangkok Joe's, LLC  
t/a Bangkok Joe's  
Case no. 50229-04/064P  
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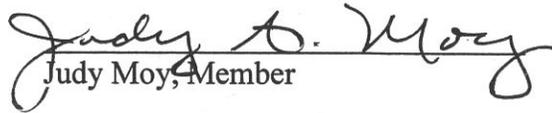
District of Columbia  
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson

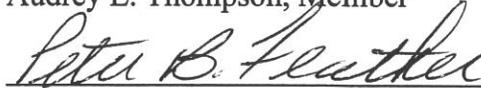


Vera M. Abbott, Member

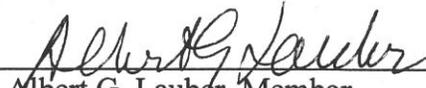


Judy Moy, Member

NON VOTING  
Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member

NON VOTING

Eartha Isaac, 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.

ABLA rec'd 7/1/04  
lab

## SUPPLEMENTAL VOLUNTARY AGREEMENT

THIS SUPPLEMENTAL VOLUNTARY AGREEMENT ("Agreement") is made by Bangkok Joe's LLC, a District of Columbia corporation, t/a Bangkok Joe's ( the "Applicant") with Advisory Neighborhood Commission 2E (the "ANC"), the Citizens Association of Georgetown ("CAG"), and the Washington Harbor Unit Owners Association (the "Association") (the ANC, CAG and the Association are collectively referred to as the "Protestants").

WHEREAS, Applicant filed with the District of Columbia Alcoholic Beverage Control Board (the "Board") a request for a substantial change in its operations so as to offer outdoor seating and service to its patrons ( the "Application"), which is pending before the District of Columbia Alcoholic Beverage Control Board; and

WHEREAS, the Application protested by Protestants on the basis of, *inter alia*, the establishment's potential adverse affect on the peace, order and quiet of the surrounding neighborhood and, in particular, in the condominiums owned by residents of Washington Harbor; and

WHEREAS, the Applicant is seeking written approval from the Protestants of the Application and withdrawal of the protest filed by Protestants; and

WHEREAS, the parties hereto have previously entered into an Agreement with the Applicant in connection with its initial request for licensure, and that Agreement is herein reaffirmed and shall remain in full force and effect subsequent to execution of this Supplemental Voluntary Agreement; and

WHEREAS, in order to secure the Protestants written approval and withdrawal of the protest pending before the ABC Board, Applicant has agreed to enter into this Supplemental Voluntary Agreement with Protestants specifying the parties' agreement and understanding regarding the Applicant's future operations of its outdoor restaurant service;

NOW, THEREFORE, in consideration of the agreements set forth herein, the parties hereto mutually agree as follows:

1. Occupancy and Removal of Tables and Chairs after Closing. Seating for the outdoor service shall not exceed 42 persons, and the configuration of tables shall be in strict compliance with the seating plan attached hereto and incorporated herein as Exhibit A. Tables around the planters shall seat no more than 2 persons. The area shall be roped-off in accordance with said plan, making sure that there is only one entrance and exit way for the outdoor dining area. No bar station shall be present outdoors.

The tables and chairs shall not remain or otherwise be stored on the exterior of the premises during times when the restaurant is closed. The tables and chairs shall be removed from the outdoor dining area and outdoor areas of the Washington Harbor Complex within one hour after the closing of the restaurant. The Applicant shall take care in removing the tables and chairs so as to minimize noise to the greatest extent possible.

2. Hours of Operation. The hours of operation for outdoor restaurant service shall be 11:30 a.m. to 10:30 p.m., Sunday through Thursday, 11:30 a.m. to 12:00 a.m., Friday and Saturday. The

Applicant shall cease seat new patrons in the outdoor area no less than one-half hour prior to closing.

3. Entertainment, Noise Control, and Service Restrictions. There shall be no entertainment, dancing, music (recorded or live), or amplified sound in the outdoor seating area whatsoever, and the Applicant agrees to refrain from ever applying for a substantial change or entertainment endorsement to the contrary (whether on a permanent, temporary, or "one-day" basis). Recorded music which is permitted indoors of the establishment shall not be directed to or provided in the outdoor seating area, whether by leaving open entry doors, or windows, installing speakers, or otherwise. There shall be no signs in the outdoor seating area.

Patrons in the outdoor area shall be served beverages in glass containers, which shall not be permitted to be removed from the premises. The use of plastic or paper drink containers in the outdoor seating area is prohibited.

The Applicant shall clear and bus the tables in a manner which minimizes noise to the greatest extent possible.

The Applicant will take all necessary and reasonable actions to ensure that noise from its outdoor operations is not audible from within the adjacent residential properties. The Applicant designates Surat "Mel" Oursinsiri as the person to whom complaints regarding noise may directed, at: 202-334-4427 or 202-333-6160 (cell). The Applicant shall timely designate another person to replace Mr. Oursinsiri in the event he ceases serving in this capacity, and provide new contact information for him or his replacement to the extent the contact information ever changes. In the event there are complaints regarding noise, disturbances, or the operations of the restaurant in the outdoor area, the Applicant agrees to timely meet with a representative of the Protestants and to promptly resolve such concerns.

4. Operation as Restaurant and Compliance with ABC Regulations. The Applicant agrees to abide by all ABC regulations regarding the ownership of the license. Once again, the parties acknowledge the importance of the representations of the Applicant that it intends to operate its restaurant and the outdoor seating area as a full-service "restaurant" or "CR" as those terms are understood and defined by ABC regulations. The Applicant and Protestants agree that this particular representation is central to this Supplemental Voluntary Agreement. The Applicant agrees that it will not file any request in the future seeking a "substantial change" in its operations that would change its operations and class of license from a "restaurant" or "CR" to a "CT," nightclub, bar or club, and, in the event such a substantial change is sought or effected (by application, sale of license, or otherwise), the rights conveyed upon the Applicant herein to operate outdoor restaurant service shall terminate. In all circumstances during the existence of the license obtained by Applicant hereunder, the Applicant and holder of this license in this location will continue operating as a full-service class "CR" restaurant with full lunch and dinner menu service. This understanding, as with all other provisions in this Agreement, shall be binding upon the Applicant's successors, assignees or transferees. The Applicant agrees to specifically notify any prospective successor, assignee or transferee of the existence of this Agreement and to provide them with a copy.

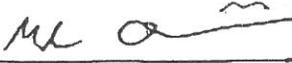
5. Enforcement. The parties agree that the above provisions are conditions of the license and any failure of Applicant to adhere to the foregoing commitments shall constitute grounds for any of the Protestants to petition the ABC Board for issuance of an order to show cause pursuant to

23 D.C.M.R. §1513.5. Prior to so petitioning, however, the party seeking compliance with this Agreement shall notify the Applicant of any perceived violations and afford Applicant seven (7) calendar days in which to address or rectify the perceived violation.

6. This Supplemental Voluntary Agreement and the parties prior Agreement constitute the only agreements between the parties and may be modified only by the written agreement of all parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

APPLICANT  
Bangkok Joe's, LLC

BY:   
Mel Oursinsiri

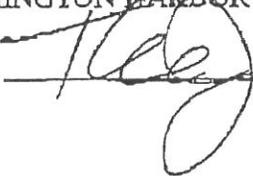
ADVISORY NEIGHBORHOOD COMMISSION 2E

BY:   
Bill Starrels, Vice-Chair, ANC 2E and Chairman, ABC Committee

CITIZENS ASSOCIATION OF GEORGETOWN

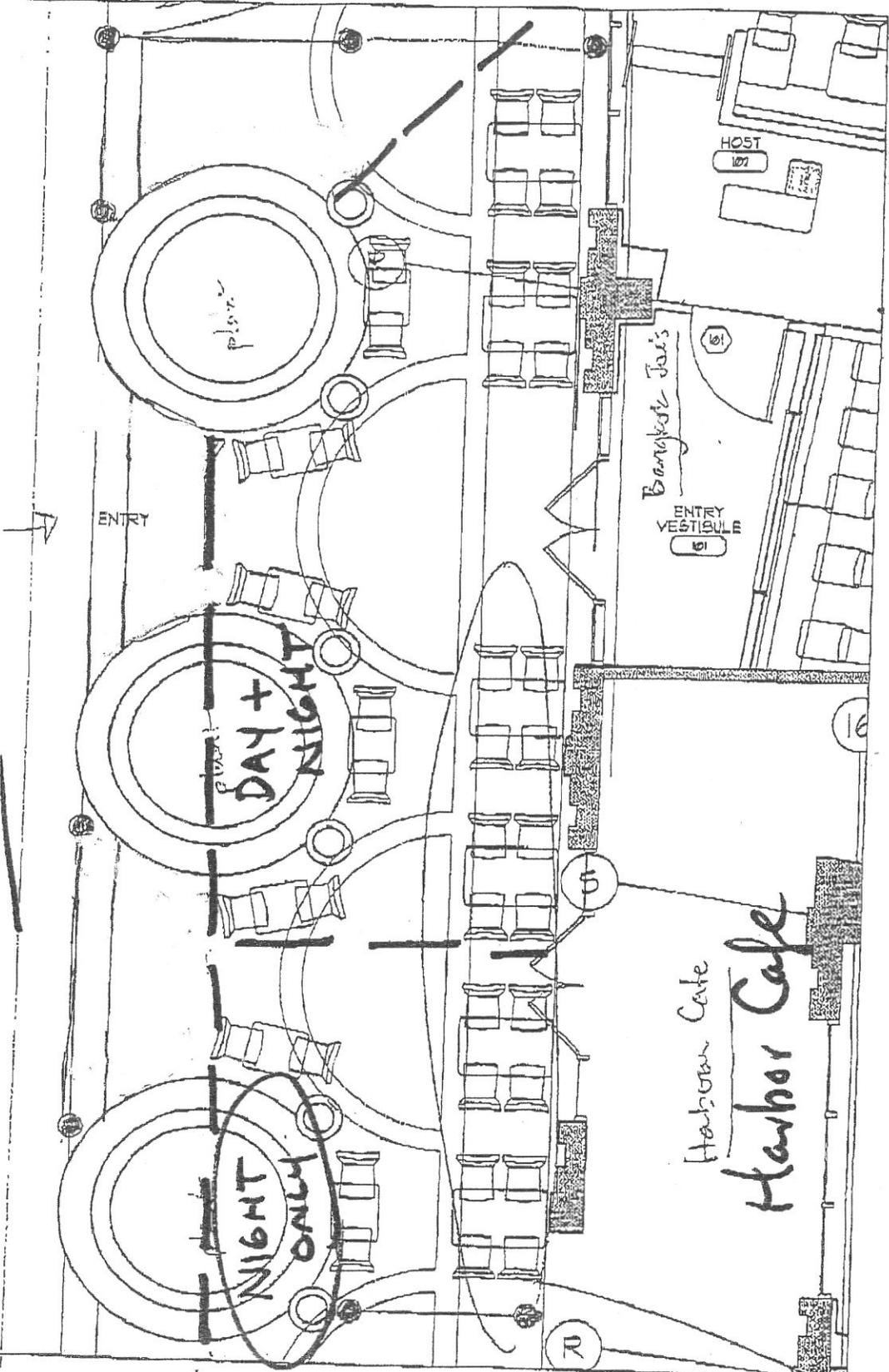
BY: \_\_\_\_\_

WASHINGTON HARBOR UNIT OWNERS ASSOCIATION

BY: 

2-23-04

TOTAL 42



at night time only &  
 with Harbour Cafe's approval  
 ...



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2 EXTERIOR SEATING PLAN 2

Bangkok Joe's  
 Restaurant  
 Washington D.C.  
 2 June 03

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

<b>In the Matter of:</b>	)	
Bangkok Joe's, Inc.	)	
t/a Bangkok Joe's	)	
Application for a Retailer's Class CR	)	
License (new)	)	Application no. 50229-03/025P
at premises	)	2003-68
3000 K Street, N.W.	)	
Washington, D.C.	)	
	)	

Douglas Fierberg, Esquire, on behalf of the Protestants

Raymond J. Kukulski, President, on behalf of the Citizens Association of Georgetown,  
James O'Donnell, Board of Directors, on behalf of Washington Harbour Unit Owners  
Association, Al Laflamm, Joan Laflamm, Ann T. Maiatico, Thomas White, Susan White,  
Rene Scopaletti, John Bohn, Noel Bohn, and Tom Birch, Chairperson, on behalf of the  
Advisory Neighborhood Commission 2E, Protestants

Simon Osnos, Esquire, on behalf of the Applicant

**BEFORE:** Charles Burger, Interim Chairperson  
Vera Abbott, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Opper-Weiner, Esquire, Member<sup>1/</sup>  
Audrey Thompson, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The application, having been protested, came before the Board on May 21, 2003,  
in accordance with the D.C. Official Code Title 25, Section 601 (2001 Edition).  
Raymond J. Kukulski, President, on behalf of the Citizens Association of Georgetown,  
James O'Donnell, Board of Directors, on behalf of Washington Harbour Unit Owners  
Association, Al Laflamm, Joan Laflamm, Ann T. Maiatico, Thomas White, Susan White,  
Rene Scopaletti, John Bohn, Noel Bohn, and Tom Birch, Chairperson, on behalf of the

<sup>1/</sup> Ellen Opper-Weiner is no longer a member of the Board.

**Bangkok Joe's, LLC**  
**t/a Bangkok Joe's**  
**Case no. 50229-03/025P**  
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Advisory Neighborhood Commission 2E, filed 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. Pursuant to the agreement, dated July 24, 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.

The Board accepts and approves this agreement as submitted by the parties. However, in incorporating paragraph 7 of this agreement as part of this Order, the Board notes that it found unique circumstances to exist to warrant the adoption of this provision. Specifically, the Board took into account: (1) the proximity of the licensed premises to residential housing and (2) the number of patrons and the amount of noise already existing in the surrounding area to justify community concerns in ensuring that this Applicant operates a Class "CR" (restaurant) at this location. Nothing in this Order, however, shall preclude this applicant from filing a substantial change request to change license classes; provided that the license is transferred to another location.

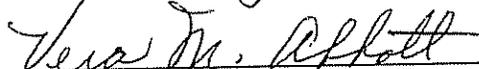
Accordingly, it is this 13<sup>th</sup> day of August 2003, **ORDERED** that:

1. The protest of Raymond J. Kukulski, President, on behalf of the Citizens Association of Georgetown, James O'Donnell, Board of Directors, on behalf of Washington Harbour Unit Owners Association, Al Laflamm, Joan Laflamm, Ann T. Maiatico, Thomas White, Susan White, Rene Scopaletti, John Bohn, Noel Bohn, and Tom Birch, Chairperson, on behalf of the Advisory Neighborhood Commission 2E, is **WITHDRAWN**;
2. The application of Bangkok Joe's, LLC t/a Bangkok Joe's for a retailer's class CR license (new) at 3000 K Street, N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement, as amended by the Board, is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants, the Attorney for the Protestants, the Applicant, and the Attorney for the Applicant.

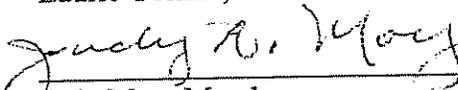
Bangkok Joe's, LLC  
t/a Bangkok Joe's  
Case no. 50229-03/025P  
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District of Columbia  
Alcoholic Beverage Control Board

  
Charles Burger, Interim Chairperson

  
Vera Abbott, Member

**NOT Voting**  
Laurie Collins, Member

  
Judy Moy, Member

  
Audrey E. Thompson, Member

## AGREEMENT

THIS AGREEMENT ("Agreement") is made by Bangkok Joe's LLC, a District of Columbia corporation, t/a Bangkok Joe's (the "Applicant") with Advisory Neighborhood Commission 2E (the "ANC"), the Citizens Association of Georgetown ("CAG"), and the Washington Harbor Unit Owners Association (the "Association") (the ANC, CAG and the Association are collectively referred to as the "Protestants").

WHEREAS, Applicant filed with the District of Columbia Alcoholic Beverage Control Board (the "Board") an application for a license, Class CR (the "Application"), for a new restaurant to be known as Bangkok Joe's, located at 3000 K Street ("Premises), Application #50229, which is pending before the District of Columbia Alcoholic Beverage Control Board; and

WHEREAS, the ANC represents the residents and taxpayers within the boundaries of ANC2E and wishes to ensure that no establishment that sells alcoholic beverages will adversely affect the health, safety, and quality of life in the surrounding community; and

WHEREAS, CAG represents the interests of citizens and residents of Georgetown, and the Association represents the interests of residents within the Washington Harbor Complex who are most directly affected by the operations of restaurants and other businesses therein; and

WHEREAS, the Application was subject to a protest by Protestants on the basis of the establishments potential adverse affect on the peace, order and quiet of the surrounding neighborhood; and

WHEREAS, the Applicant is seeking written approval from the Protestants of the Application and withdrawal of the protest filed by Protestants; and

WHEREAS, in order to secure the Protestants written approval and withdrawal of the protest pending before the ABC Board, Applicant has agreed to enter into this voluntary Agreement with Protestants specifying the parties' agreement and understanding regarding the Applicant's future operations;

NOW, THEREFORE, in consideration of the agreements set forth herein, the parties hereto mutually agree as follows:

1. Occupancy and safety. The establishment shall have a maximum capacity of 116 persons. This limit shall be prominently posted and shall not be exceeded. The Applicant shall ensure that a clear passageway is maintained at all times for the safe egress of occupants in case of fire or other emergency.
2. Hours of Operation. The hours of operation shall be 11:30 a.m. to midnight, Sunday through Thursday, 11:30 a.m. to 1:00 a.m., Friday and Saturday. The Applicant shall keep the kitchen open and have a full service menu until one hour before closing and have a limited food service available at a "dumpling bar" until closing.
3. Entertainment and Noise Control. There shall be neither dancing nor entertainment; no live or amplified entertainment or music indoors or out; and no cover charges. The Applicant may offer soft background recorded music conducive to a pleasant dining experience inside the Premises. There shall be no speakers placed outside so that music will not be audible outside the premises. The Applicant shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons

or employees. The Applicant will comply with the D.C. Noise Control Act and take all necessary actions to ensure that music, noise and/or vibration from the establishment are not audible from within the adjacent residential properties. The Applicant will also take all necessary actions to ensure that music, noise and vibration are not disruptive to the adjacent residential property owners' reasonable use of outdoor areas of their property. The 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, including posting a sign at the exit of the establishment instructing patrons that they are within a residential neighborhood and special care should be taken to leave the area quietly.

4. Outside dining The Applicant has agreed that there will presently be no outdoor dining at the establishment. While Protestants presently oppose outdoor dining at the premises, the parties have agreed to defer all questions involving the appropriateness of outdoor dining at the establishment, which, if later raised by the Applicant, shall be in the form of a request for "substantial change" filed with and in accordance with the regulations of the ABC Board.

5. Trash removal The Applicant shall never permit trash, garbage, or litter to be placed outside the premises in unprotected bags, cans, or containers and shall insure that all legal refuse containers are emptied by a professional garbage truck service at least twice a week. The Applicant shall ensure that no part of the premises harbors rats or other vermin, and shall notify the ANC if any harborage in neighboring properties is affecting the Applicant's operations.

6. Sanitation. In accordance with DCMR Title 23 (Food Regulations) Section 2206, all food waste (garbage) shall be disposed of via a food waste (garbage) grinder. Those items of garbage that cannot be readily ground, such as bones, shall be disposed of in a metal container with a tightly fitting lid.

7. Operation as Restaurant and Compliance with ABC Regulations. The Applicant agrees to abide by all ABC regulations regarding the ownership of the license. The Applicant also agrees to be the sole owner of the ABC license and agrees to not transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. In addition, the parties hereto recognize that the Applicant is representing its express intention to obtain its license for the purpose of operating as a full-service "restaurant" or "CR" as those terms are understood and defined by ABC regulations. The Applicant and Protestants agree that this particular representation is central to their Agreement. ~~(The Applicant agrees that it will not file any request in the future seeking a "substantial change" in its operations that would change its operations and class of license from a "restaurant" or "CR" to a "CT," nightclub, bar or club.)~~ In all circumstances during the existence of the license obtained by Applicant hereunder, the Applicant and holder of this license in this location will continue operating as a full-service class "CR" restaurant with full lunch and dinner menu service. This understanding, as with all other provisions in this Agreement, shall be binding upon the Applicant's successors, assignees or transferees. The Applicant agrees to specifically notify any prospective successor, assignee or transferee of the existence of this Agreement and to provide them with a copy.

8. The parties agree that the above provisions are conditions of the license and any failure of Applicant to adhere to the foregoing commitments shall constitute grounds for any of the Protestants to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. §1513.5. Prior to so petitioning, however, the party seeking compliance with this Agreement shall notify

