

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

In the Matter of:)	
)	
Columbia Grill, LLC)	
t/a Logan @ The Heights)	
)	
New Application for a Retailer's)	License No.: 76140
Class CR License – at premises)	Case No.: 61181-07/021P
3115 – 14 th Street N.W.)	Order No.: 2007-035
Washington, D.C. 20010)	
)	

Columbia Grill, LLC, Applicant

William Chichester, on behalf of a group of five (5) or more individuals, Protestant

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

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The new application for a Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on January 31, 2007, in accordance with D.C. Official Code § 25-601 (2001). William Chichester, on behalf of a group of five (5) or more individuals, filed timely opposition by letter.

The official records of the Board reflect that Mr. Chichester withdrew his protest to the application by letter dated February 16, 2007. The official records of the Board also reflect that the Applicant and Advisory Neighborhood Commission 1A have reached an agreement dated January 29, 2007 which has been reduced to writing and has been properly executed and filed with the Board. Subject to approval of the Board, Applicant agrees to adopt and comply with all terms of the agreement.

Columbia Grill, LLC
t/a Logan @ the Heights
License No. 76140
Case No. 61181-07/021
Page Two

Accordingly, it is this 27th day of June 2007, **ORDERED** that:

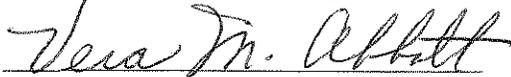
1. The protest of William Chichester, Chairman, on behalf of a group of five (5) individuals, is **WITHDRAWN**;
2. The Retailer's Class "CR" new license application Columbia Grill t/a Logan @ the Heights, at 3115 - 14th Street, Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is modified as follows: Section 6. Food Service to Liquor Ratio is deleted in its entirety and replaced with "Applicant will comply in all respects with the requirements of its license or other requirements of the law, including maintaining the appropriate ratio between food and liquor sales, (55 percent liquor sales and 45 percent food sales or that ratio mandated by District Regulations pursuant to the Particular License Requested herein.) The Applicant shall refuse to sell alcohol to legally underage persons and refuse to sell alcohol to inebriated patrons."
4. The modified agreement is **INCORPORATED** as part of this Order; and
5. Copies of this Order shall be sent to the ANC 1A and the Applicant.

Columbia Grill, LLC
t/a Logan @ the Heights
License No. 76140
Case No. 61181-07/021
Page Three

District of Columbia
Alcoholic Beverage Control Board



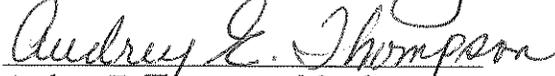
Charles A. Burger, Chairperson



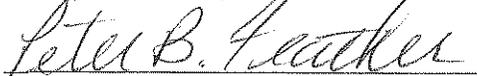
Vera M. Abbott, Member



Judy A. Moy, Member



Audrey E. Thompson, Member



Peter B. Feather, Member

Albert G. Lauber, Member



Mital M. Gandhi, 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.



ADVISORY NEIGHBORHOOD COMMISSION 1A
Columbia Heights, Parkview and Pleasant Plains
P.O. Box 73115
Washington, DC 20058-3115
COMMISSIONER DOTTI LOVE WADE
CHAIRPERSON

VOLUNTARY AGREEMENT

THIS AGREEMENT made and entered into this **29 day of January 2007** by and between Columbia Grill LLC, DBA "The Heights" (hereinafter the "Applicant") and The Neighborhood Advisory Commission 1A, on behalf of the community of Single Member District 1A-06.

WHEREAS, Applicant having filed an application with the District of Columbia Alcohol Beverage Control Board (hereinafter "ABC Board") for issuance of a class "C" license for the premises of 3115 - 14th Street, NW, Washington, DC 20010, which application before the ABC Board in Case No. 61181.

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt the measures stipulated in this agreement to address ANC 1A's concerns.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. Noise Suppression: There shall be no loud or live music performed in the establishment. Sound emanating from any part of the establishment shall not be audible in residential structures in the vicinity. The Restaurant's operation shall at all times be in compliance with the D.C. Noise Control Act. Applicant will encourage employees and patrons, by posted signs or other printed notation, to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes or generate a noise complaint.

2. Hours of Operation: Applicant shall open its doors to receive patrons from no earlier than 10:00 am Sunday through Thursday until no later than 12:00 am, except that there shall be no food or alcoholic beverages served on the patio dining area after 11:30 pm Sunday thru Thursday, Friday and Saturday no earlier than 10:00 am and no later than 1:00 am, except that there shall be no food or alcoholic beverages served on the patio dining area after 12:00 am Friday thru Saturday. Alcoholic beverages may not be carried

out of the establishment except that alcoholic beverages may be consumed on the patio and shall only be available during the hours Sunday through Thursday 10:00 am to 11:30 pm; Friday through Saturday 10:00 am to 12:00 am. Food service will be available at all times that alcohol beverages are served.

3. Trash Removal: Applicant will maintain regular trash/garbage removal service, 5-6 times per week (days to be decided by owner and business necessity) from the trash and dumpster area located inside the building's loading dock and see that those areas are regularly kept clean. The Applicant shall keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will conduct regular rodent and pest (insect) abatement.

4. Removal of Grease and Oils: Applicant will provide for the proper removal of grease and oils and will not deposit these substances for removal in dumpster.

5. Litter and debris Removal: Applicant will maintain free of trash and litter the public space and streets to a minimum distance 18 feet from the curb and in compliance with applicable D.C. regulation in this respect, as often as need (minimum of twice daily).

6. Food Service to Liquor Ratio: Applicant will comply in all respects with the requirements of its license or other requirements of the law, including maintaining the appropriate ratio between food service and liquor sales, (35 percent liquor sales and 65 percent Food sales or that ratio mandated by District Regulations pursuant to the Particular License Requested herein). The Applicant shall refuse to sell alcohol to legally underage persons, and refuse to sell alcohol to inebriated patrons.

7. Ingress and Egress: No patron shall be allowed to ingress or egress at any location except at the designated building's entrance's for restaurant patronage except where this event may occur the designated emergency exits.

8. Public Space Usage: No tables shall nor structures shall be placed on public property.

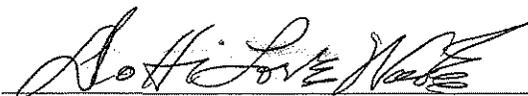
9. Employment Practices: Applicant will make its best effort to recruit, hire and maintain employees from the Columbia Heights, Park View and Pleasant Plains neighborhood and adjacent areas.

10. Right to Protest: The parties agree that if reasonable discussions of violations are not resolved then any failure of the Applicant to adhere to the foregoing commitments would constitute a breach of this agreement and grounds for the Advisory Neighborhood Commission 1A to petition the Board for issuance of an order to Show Cause, as provided by the D.C. Regulations.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this
21st day of January, 2007.



Columbia Grill, LLC
David Winer, Managing Member



Advisory Neighborhood Commission 1A
Dotti Love Wade, Chairperson