

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

In the Matter of:)
)
Case & Keg, Inc.)
t/a Keg City)
)
Application for a Retailer's Class B)
License – renewal) Application no. 24807-04/036P
at premises) 2004-16
50 Florida Avenue, N.W.)
Washington, D.C.)
_____)

James D. Berry, Jr. Chairperson, on behalf of the Advisory Neighborhood Commission
5C, and Martha Akers, Protestants

John Shin, President, on behalf of Applicant

BEFORE: Charles A. Burger, 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ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST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 January 7, 2004, in accordance with the D.C. Official Code Title 25, Section 601 (2001 Edition). James D. Berry, Jr., Chairperson, on behalf of Advisory Neighborhood Commission 5C, and Martha Akers filed timely protests against the applicant.

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 January 4, 2004, 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 4th day of February 2004, **ORDERED** that:

Case & Keg, Inc.
t/a Keg City
Case no. 24807-04/036P
Page two

1. The protests of James D. Berry, Jr., Chairperson, on behalf of Advisory Neighborhood Commission 5C, and Martha Akers are **WITHDRAWN**;
2. The application of Case & Keg, Inc. t/a Keg City for a retailer's class B license (renewal), located at 50 Florida Avenue, 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



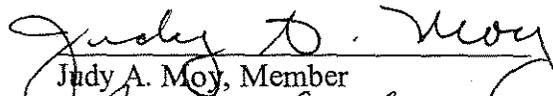
Charles A. Burger, Chairperson



Vera Abbott, Member



Peter Feather, Member



Judy A. Moy, Member



Audrey E. Thompson, Member

ABRA rec'd by Board on 1/7/04 (LW)

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 5C**

**POST OFFICE BOX 77761
WASHINGTON, D.C. 20013**

TELEPHONE: (202) 832-1965/1966 - FAX: (202) 832-1969

www.anc5c.org

Cooperative Agreement

between

**Keg City and Advisory Neighborhood Commission 5C
(ANC 5C)**

WHEREAS, *Case & Keg, Inc.*, (“Licensee”) has applied to renew an Alcoholic Beverage Control Retail Class B license for the business trading as *Keg City, located at 50 Florida Avenue, N.E.*; Ret. – Renewal Application No.: 24807; and

WHEREAS, the Licensee and ANC 5C have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the Licensee’s business, as well as the level of cooperation that shall exist between the Licensee and ANC 5C;

NOW, THEREFORE, in consideration of the Licensee’s commitment to fully comply with the terms of this Cooperative Agreement, as set forth herein, ANC 5C agrees to withdraw its protest of the renewal of its license. Specifically, the Licensee agrees to the following:

1. That the Licensee will comply with all laws and regulations governing the operations of the establishment at *50 Florida Avenue, N.E.*, within the District of Columbia, including the laws and regulations governing the Class A (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee;
2. That the Licensee and its officers and employees will cooperate with Advisory Neighborhood Commission 5C (“ANC”) to address any alleged violation of the laws and regulations referred to in Item One (1), and in any request by the ANC that the appropriate enforcement agency investigate any alleged violation.
3. That the Licensee will not sell alcohol before or after ABC regulated hours.
4. That the Licensee will keep the public space surrounding its business free of debris and trash.
5. That the Licensee will take reasonable measures to ensure that the immediate environs of the location are kept free of litter and debris. 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 alleys, sidewalks, or other public

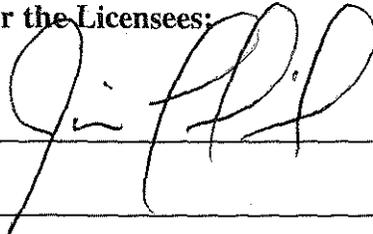
property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct business.”

6. That the Licensee will prohibit loitering in front of the business and that they take whatever actions are necessary to enforce such a prohibition and will post No Loitering signs in a prominent place on the exterior of its establishment.
7. That the Licensee will not provide “go cups” to customers. A “go-cup” is defined in Section 709.7 of the ABC regulations as a “drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming (alcoholic) beverages.”
8. That the Licensee will not sell or provide miniature bags of ice to customers.
9. That the Licensee will not sell single cigarettes; nor rolling paper, crack bags, or other drug paraphernalia to customers.
10. That the Licensee will not advertise alcoholic beverages on the exterior walls of the property used by the licensee to conduct business.
11. That the Licensee will promptly remove or paint over any graffiti written on the exterior walls of the property used by the licensee to conduct business.
12. That the Licensee will post signs in English, advising its customers that the licensee will not sell alcohol to intoxicated persons.
13. That the Licensee will not sell or deliver alcohol in any form to any intoxicated person, any person who appears to be intoxicated, or to any person whom the Licensee knows to be an abuser of alcohol.
14. That the Licensee will not sell or deliver alcohol in any form to any person under 21 years of age.
15. That the Licensee will take all precautions to avoid the sale of alcohol in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for the person who has been denied service.
16. That the Licensee agrees to work with the ANC 5C to resolve problems that the commission brings to its attention. Specifically, the Licensee agrees to respond within seven (7) business days to any written complaint that it receives from ANC 5C and further agrees to document its efforts to respond to such complaints.
17. That the Licensee will provide the community (via ANC 5C) at least ninety (90) days notice of any intention to place the business on the market, i.e., should the Licensee make a decision to sell or transfer its business.
18. That the Licensee agrees to post this Cooperative Agreement, alongside his ABC license.
19. That the Licensee give their assurance that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcohol in any form.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force upon renewal or transfer of the liquor license. Violations of this Cooperative Agreement by the Licensee, or the Licensee's failure to implement measures called for in this Cooperative Agreement, shall be considered just cause for the ABC Board to immediately suspend or revoke the ABC license granted to its establishment.

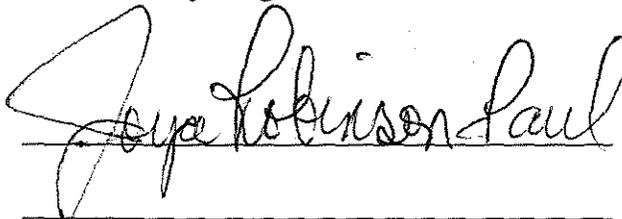
AGREED:

For the Licensees:



Date: 1/4/09

For Advisory Neighborhood Commission 5C:



Date: 1-7-04

JDB