

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

<u>In the Matter of:</u>	)	
	)	
Wilson Concepts, LLC	)	
t/a Indulj	)	
	)	
Application for a Substantial Change	)	Case No. 79843-09/002P
To its Retailer's Class CR License	)	License No. 79843
	)	Order No. 2009-061
At premises	)	
	)	
1208 U Street, N.W.	)	
Washington, D.C. 20001	)	
	)	

Wilson Concepts, LLC t/a Indulj, Applicant

Brianne K. Nadeau, Chair, on behalf of Advisory Neighborhood Commission 1B and Philip Spalding, Chair, on behalf of Cardozo Shaw Neighborhood, 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**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**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 Wilson Concepts, LLC t/a Indulj for a Substantial Change to its Retailer's Class CR license, having been protested, was scheduled before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on March 9, 2009, in accordance with D.C. Official Code § 25-601 (2001). Brianne K. Nadeau, Chair, on behalf of Advisory Neighborhood Commission 1B (ANC 1B), filed a timely letter of opposition dated February 5, 2009. Philip Spalding, Chair, on behalf of Cardozo Shaw Neighborhood (CSNA), filed a timely protest letter dated January 13, 2009.

The official records of the Board reflect that the Parties have reached a Voluntary Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated February 19, 2009, 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 Voluntary Agreement.

**Wilson Concepts, LLC**  
**t/a Indulj**  
**License No. 79843**  
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Accordingly, it is this 11th day of March 2009, **ORDERED** that:

1. The above-referenced Voluntary Agreement between Wilson Concepts, LLC t/a Indulj located at 1208 U Street, N.W., Washington, D.C., and ANC 2B and CSNA to govern the operations of the Licensee's establishment is **APPROVED**;
2. This Agreement is **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Licensee and to the Protestants.

District of Columbia  
Alcoholic Beverage Control Board

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Peter B. Feather, Chairperson



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Mital M. Gandhi, Member



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Nick Alberti, Member

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Charles Brodsky, Member



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Donald Brooks, Member



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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.

2009 FEB 20 A 11:08

Voluntary Agreement Concerning Issuance of License  
Wilson Concepts, LLC dba Indulj

REC'D BY



THIS AGREEMENT made and entered into this 19th day of February, 2009, by and between Indulj (Applicant) and ANC1B (Protestant) witnesses:

Whereas Applicant has filed application 079843 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CT02 license for premises to be known as Indulj, and to be located at 1208 U Street, NW Washington, DC 20009 (premises).

Whereas Protestant has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested proceeding 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 Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license and withdraw its protest 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;

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

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

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including 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 DCMR 20. Live music will be permitted inside the business only, and performances will conclude thirty minutes prior to closing. Only background music will be permitted in summer garden, and applicant will regularly monitor to assure no impact on nearby residents. The entrance door and windows (excluding the summer garden) 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 implement sound suppression measures that will mitigate any noise from this tavern and summer garden that may be heard in surrounding resident's homes, monitor music levels by installing a sound decibel reader and will include a lock sound board so it can't go louder than DCMR 20.

B. SAFETY & SECURITY. Applicant agrees to provide a security plan for inclusion in ABC Board and Protestants files. Applicant agrees to notify Protestant in a timely fashion of any significant ABRA violations or any safety/security events requiring MPD involvement.

C. FOOD AND ALCOHOL SERVICE. Applicant hours will be permitted by law of license assigned. Applicant agrees that the establishment will be shut down and completely vacated, except for routine maintenance and clean-up by closing time each night. Applicant agrees that there will be no after-hours activities in the establishment. Applicant will not change hours of operations without the express written consent of Protestant.

D. 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 will keep trash and oil barrels off 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 7:00 am and no later than 6:00 pm.

E. 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.

F. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

G. 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.

H. TRANSFERABILITY. Applicant shall provide Protestant with forty-five (45) days notice of intent to transfer the Class CT license for premises.

I. 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.

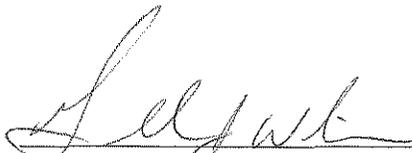
J. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

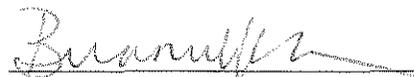
K. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty 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: Garnell Wilson, 1208 U 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 Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CT license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.

  
Garnell Wilson, for Indulj

  
Chairman, ANC1B

  
Commissioner ANC1B02

Accordingly, on this 19th day of February 2009 it is ordered that the Voluntary Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant an amended Class CT license.