

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

In the Matter of:)
)
Washington DC Palm, Inc.)
t/a The Palm)
)
Holder of a Retailer's)
Class CR License) License No. 1151
) Order No. 2010-040
at premises)
1225 19th Street, N.W.)
Washington, D.C. 20036)
)

Washington DC Palm, Inc., t/a The Palm, Licensee

Mike Silverstein, Chairperson, Advisory Neighborhood Commission (ANC) 2B

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT

On February 18, 2009, ANC 2B submitted a letter to advise the Alcoholic Beverage Control Board ("Board") that ANC 2B voted unanimously to amend the Voluntary Agreement, dated September 14, 2007, ("Agreement") to allow Licensee to have up to six private parties per year (strictly private affairs such as birthday parties, or post-theater parties) that would allow them to serve up to legal closing hours for those private events. On February 24, 2010, the Board approved the amendment to the Agreement.

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Mike Silverstein are signatories to the Agreement.

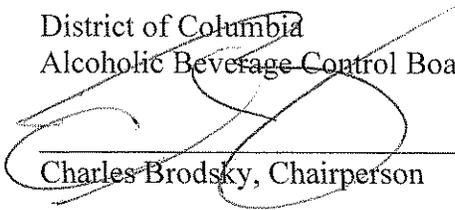
Washington DC Palm, Inc.
t/a The Palm
License No. 1151
Page Two

Accordingly, it is this 3rd day of March 2010, **ORDERED** that:

1. The above-referenced Amendment submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

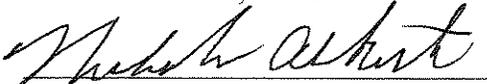
2. Copies of this Order shall be sent to the Licensee and ANC 2B.

District of Columbia
Alcoholic Beverage Control Board

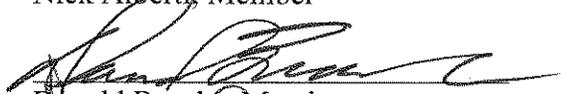


Charles Brodsky, Chairperson

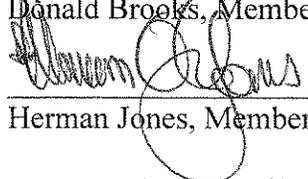
Mital M. Gandhi, Member



Nick Alberti, Member

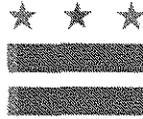


Donald Brooks, Member



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, 1250 U Street, N.W., 3rd Floor, Washington, D.C. 20009.



GOVERNMENT OF THE DISTRICT OF COLUMBIA
Dupont Circle Advisory Neighborhood Commission 2B

February 18, 2010

Mr. Charles Brodsky, Chairman
Alcoholic Beverage Control Board
1250 U Street NW
Washington, DC 20009

Re: Request to amend the voluntary agreement for the Palm Restaurant, 1225 19th Street NW, to allow up to six private parties per year (strictly private affairs such as birthday parties, or post-theater parties) that would allow them to serve up to legal closing hours for those private events. (2B02)

Dear Chairman Brodsky:

At its regular meeting on February 17, 2010, the Dupont Circle Advisory Neighborhood Commission ("ANC 2B" or "Commission") considered the above-referenced matter. With seven of nine Commissioners present, a quorum at a duly-noticed public meeting, the Commission approved the following motion by a vote of (7-0).

Dupont Circle ANC 2B supports the request to amend the voluntary agreement for Palm Restaurant allowing them to serve up to legal closing hours at up to six private events per year, and that the applicant will notify beforehand the Chair of the Dupont Circle ANC of these events.

I am the Commission's representative in this matter. You can reach me at mike.silverstein@dupontcircleanc.net or by telephone at 202-833-4440 for further information.

ON BEHALF OF THE COMMISSION.

Sincerely,

Mike Silverstein
Chairman
cc: Andrew Klein

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

In the Matter of:)	
)	
Washington DC Palm, Inc.)	
t/a The Palm)	
)	
Substantial Change Application for an)	License No. 1151
Enclosed Sidewalk Cafe)	Order No. 2007-085
at premises)	
1225 19 th Street, N.W.)	
Washington, D.C. 20036)	
)	

Washington DC Palm, Inc., t/a The Palm, Applicant

William Hewitt, on behalf of Advisory Neighborhood Commission 2B

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

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that Applicant and William Hewitt, on behalf of the Advisory Neighborhood Commission (ANC) 6B (collectively, "the Parties") have entered into a Voluntary Agreement (Agreement) dated September 11, 2007 setting forth the terms and conditions by which the Applicant would operate its enclosed sidewalk café with a seating capacity for 48 patrons. The Agreement has been reduced to writing and has been properly executed and filed with the Board. James A. Longo, on behalf of the Applicant and William Hewitt, on behalf of ANC 2B are signatories to the Agreement.

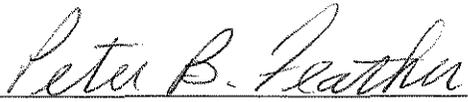
Washington DC Palm, Inc.
t/a The Palm
License No. 1151
Page Two

Accordingly, it is this 18th day of September 2007, **ORDERED** that:

1. The Substantial Change Application of Washington DC Palm, Inc., t/a The Palm, located at 1225 19th Street NW, Washington, D.C., for a enclosed sidewalk cafe with a seating capacity of 48 patrons, is **GRANTED**;
2. The Voluntary Agreement by and between Washington DC Palm, Inc., t/a The Palm, 1225 19th Street, N.W., Washington, D.C., and the ANC 2B is **APPROVED**;
3. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and ANC 2B.

Washington DC Palm, Inc.
t/a The Palm
License No. 1151
Page Three

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Acting Chairperson


Vera M. Abbott, Member


Judy A. Moy, Member


Audrey E. Thompson, 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.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT made and entered into this 14th day of September, 2007 (the "Agreement") by and between Washington DC Palm, Inc. t/a The Palm ("Applicant") and the Dupont Circle Advisory Neighborhood Commission 2B ("Protestant").

WITNESSETH

WHEREAS, Applicant is the owner and operator of the internationally known Palm Restaurant in the Jefferson Building (the "Building") located at 1225 19th Street, NW, Washington, DC;

WHEREAS, The Palm has operated in the Building since 1972;

WHEREAS, in order to more effectively compete with the great number of steak houses which have opened in Washington, DC, The Palm needs to expand its premises so that it will better be able to accommodate private dining;

WHEREAS, because of the small footprint of the Building, there is little or no interior space in the Building into which The Palm can expand;

WHEREAS, in connection with extending its lease in the Building, The Palm and its current landlord conceived and designed an enclosure for public space to be used as an enclosed sidewalk café under the provisions of The Enclosed Sidewalk Café Act of 1982;

WHEREAS, Protestant has grave concerns about appropriation of public space for private use, favors the open-air feeling of outside seating for dining, and is fundamentally opposed to the establishment of enclosed sidewalk cafes in the Dupont Circle Historic District;

WHEREAS, as a result of its policy concerning enclosed sidewalk cafes, Protestant opposed the Building's application for a public space permit before the Public Space Committee;

WHEREAS, the Applicant's original design for an enclosed sidewalk café was not approved by the Historic Preservation Review Board ("HPRB") as the design was ruled to be inconsistent with the nature of the Dupont Circle Historic District;

WHEREAS, Applicant redesigned its enclosed sidewalk café such that it occupies less space on the sidewalk than the original design and preserves views of the historic structures on Jefferson Place, NW from 19th Street;

WHEREAS, after public hearings, the redesigned plans for the enclosed sidewalk café were approved by the HBRB and the Public Space Committee;

WHEREAS, the public space to be occupied by the enclosed sidewalk café was previously occupied by stone planter boxes which limited the pedestrian walkway on 19th Street in front of the Building;

WHEREAS, the scaled down, redesigned enclosure, will actually allow for more open space than the planters previously at the location, thus opening up the 19th Street street-scape;

WHEREAS, Protestant has filed a protest with the Alcoholic Beverage Control Board (the "Board") against the Applicant's request for approval of the enclosed sidewalk café as part of its premises solely based on its consistent policy of opposing all approvals for enclosed sidewalk cafes;

WHEREAS, although the Protestant remains fundamentally opposed to enclosed sidewalk cafes in the Dupont Circle Historic District, Protestant has agreed to withdraw its protest with the understanding that approval of this request by the Board for a substantial change shall not be a basis for the approval, by the Board, or any other agency, of additional enclosed sidewalk cafes in the Dupont Circle Historic District;

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Capacity.** Unless the Board shall, after notice of a substantial change as required by D.C. Code Section 25-404, approve an increase in capacity, the Applicant's capacity shall be as follows :

The capacity for the interior of the establishment shall be 299 seats
The capacity for the enclosed sidewalk café shall be 48 seats.

3. **Hours.** Unless the Board shall, after notice of a substantial change as required by D.C. Code Section 25-404, approve different hours, the Applicant's hours of operation and hours for sale and service of alcoholic beverages, shall be as follows:

Monday-Friday: 11:30 A.M. to 12:00 A.M.
Saturday and Sunday: 5:30 P.M. to 12:00 A.M.

4. **Entertainment.** Applicant acknowledges that it does not have approval for an Entertainment Endorsement and thus is not authorized to offer entertainment nor are there plans to seek such endorsement.

5. **Substantial Change Approval.** Applicant shall work with ANC 2B prior to or contemporaneously with the filing of any request for substantial change to discuss appropriate conditions to such changes in future operations if desired by ANC 2B.

6. **Signage.** Applicant shall comply with all applicable signage regulations, including those for historic districts and shall remove those that are in violation.

7. **Notice.** Any notices required to be given under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing. Notice is to be given as follows:

If to Applicant

Mr. Jim Longo
Palm Management, Inc.
1730 Rhode Island Avenue, NW
Suite 900
Washington, DC 20036

and

The Palm Restaurant
1225 19th Street, NW
Washington, DC 20036

With a copy to:

Andrew J. Kline, Esquire
1225 Nineteenth Street, NW
Suite 320
Washington, DC 20036

If to Protestant:

ANC 2B
9 Dupont Circle, NW,
Washington, DC 20036

Either party may change the notice addresses listed above by written notice to the other party at the addresses listed above.

8. **Modification.** This Agreement may only be modified by the Board, or by mutual agreement of all the parties hereto with the approval of the Board.

9. **Withdrawal of Protest.** Protestant agrees to the substantial change approval sought by the Applicant for the addition of the enclosed sidewalk café and hereby withdraws its protest, subject to this Agreement being incorporated into the Board's Order approving the substantial change.

10. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any counterpart.

11. **Severability.** In the event that any part of this Agreement is found to be invalid, unenforceable or not binding, the remaining portions shall remain in full force and effect and be fully binding on the parties.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed as of the date set forth hereinabove.

APPLICANT:

Washington DC Palm, Inc.

By: James A. Dingo

Print Name: James A Dingo

Title: Vice President

Date Signed: 9-11-07

**DUPONT CIRCLE ADVISORY
NEIGHBORHOOD COMMISSION 2B**

By: Ramon Estrada, Chairman

Date Signed: _____

10. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any counterpart.

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IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed as of the date set forth hereinabove.

APPLICANT:

Washington DC Palm, Inc.

By: James A. Russo

Print Name: James A. Russo

Title: Vice President

Date Signed 9-11-07

**DUPONT CIRCLE ADVISORY
NEIGHBORHOOD COMMISSION 2B**

By: William Murray

For Ramon Estrada, Chairman

ANC 2002

Date Signed: 9-11-07