

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

\_\_\_\_\_ )  
**In the Matter of:** )  
 )  
The Dunes Fund, LLC )  
t/a The Dunes )  
 )  
Applicant for a New )  
Retailer's Class CX Multipurpose License ) License No. ABRA-087074  
 ) Order No. 2011-345  
 )  
at premises )  
1400 Meridian Place, N.W. )  
Washington, D.C. 20010 )  
\_\_\_\_\_ )

The Dunes Fund, LLC, t/a The Dunes (Applicant)

Vickey Wright-Smith, Commissioner, Advisory Neighborhood Commission (ANC) 1A

**BEFORE:** Nick Alberti, Interim Chairperson  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that The Dunes Fund, LLC, t/a The Dunes, Applicant for a new Retailer's Class CX Multipurpose License, located at 1400 Meridian Place, N.W., Washington, D.C., and ANC 1A have entered into a Voluntary Agreement (Agreement), dated June 29, 2011, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Vickey Wright-Smith, on behalf of ANC 1A, are signatories to the Agreement.

**The Dunes Fund, LLC**  
**t/a The Dunes**  
**License No. ABRA-087074**  
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Accordingly, it is this 27<sup>th</sup> day of July 2011, **ORDERED** that:

1. The above-referenced Voluntary Agreement submitted by the Applicant and ANC 1A to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 1A.

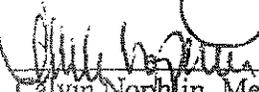
The Dunes Fund, LLC  
t/a The Dunes  
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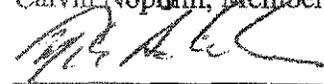
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Nick Alberti, Interim Chairperson

  
\_\_\_\_\_  
Donald Brooks, Member

  
\_\_\_\_\_  
Herman Jones, Member

  
\_\_\_\_\_  
Calvin Nophlin, Member

  
\_\_\_\_\_  
Mike Silverstein, 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, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

ADVISORY NEIGHBORHOOD COMMISSION 1A  
Columbia Heights, Parkview and Pleasant Plains  
1380 Monroe Street, NW, Ste 103  
Washington, DC 20010  
VOLUNTARY AGREEMENT

THIS AGREEMENT made and entered into this 29th day of June 2011 by and between The Dunes Fund, LLC (hereinafter the "Applicant") and The Neighborhood Advisory Commission 1A ("ANC 1A")

WHEREAS, Applicant has filed a new application with the District of Columbia Alcohol Beverage Control Board (hereinafter "ABC Board") for issuance of a class "CX" license for the premises located at 1400-1402 Meridian Place, NW (the "business").

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to address neighborhood concerns by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby Applicant will agree to adopt certain measures to address the ANC 1A's concerns and ANC 1A will agree to support the issuance of the ABC License.

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

1. **Noise Suppression:** Sound emanating from any part of the establishment shall not be audible in residential structures in the vicinity. The business'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.  
  
All due diligence shall be made by the Applicant to ensure that there is no loitering in front of or in the vicinity of the business, especially loud cursing, public drunkenness, fighting and other acts of aggression.
2. **Smoking Policy:** Applicant will encourage all patrons, by posted signs or other printed notation, to smoke only in designated areas. Smoking waste receptacles should be placed on the business frontage on Meridian Street.
3. **Litter and Debris Removal:** Applicant will maintain free of trash and litter the public space and streets to a minimum distance of 18 feet from the curb, adjacent to the front of the premises in compliance with applicable D.C. regulations in this respect, as often as needed.
4. **Ingress and Egress:** No patron shall be allowed to ingress or egress at any location

except at the designated building's entrance.

5. **Parking:** Applicant will encourage public transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.
6. **Right to Protest, Notice and Opportunity to Cure:** In the event the Applicant is in breach of this Agreement, Applicant shall be notified in writing by the person or persons alleging such violations and given an opportunity to cure within sixty (60) days thereafter before action against Applicant on the basis of such violation may be undertaken. If Applicant or licensee fails to cure within the 60 day period (or, with respect to a breach which reasonably requires more than 60 days to cure, fails to commence cure of such breach by diligently pursuing such cure) such failure shall constitute a cause of seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed or hand-delivered to the other Parties to this Agreement at the addresses of record with ABRA. Notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.
7. **Binding Effect:** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Voluntary Agreement applies.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 29 day of June 2011.

ANC 1A

By:

Print Name:

Nickola M. Wright-Smith

By:

Print Name:

Ora Nwabueze

The Dinesford, LLC