



DTR, LLC  
t/a Adams Grill  
Case no. 60798-04/103P  
License no. 70963  
Page two

Accordingly, it is this 25<sup>th</sup> day of January 2006, **ORDERED** that:

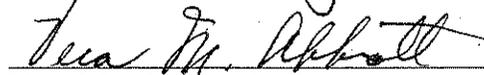
1. The protest of ANC 1C, is **WITHDRAWN**;
2. The protest of Katie Corrigan, on behalf of a group of five (5) or more individuals, is **DISMISSED**;
3. The renewal application of DTR, LLC, t/a Adams Grill, for a Retailer's Class "CR" License at 1813-1815 Adams Mill Road, N.W., Washington, D.C., is **GRANTED**;
4. The above-referenced agreement is **INCORPORATED** as part of this Order;  
and
5. Copies of this Order shall be sent to the Protestants and the Applicant.

DTR, LLC  
t/a Adams Grill  
Case no. 60798-04/103P  
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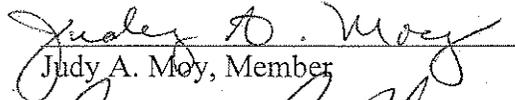
District of Columbia  
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



Vera M. Abbott, Member



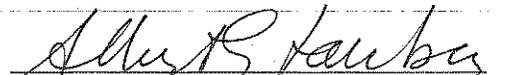
Judy A. Moy, Member



Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member

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Eartha Isaac, 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.

1/11/06  
(TC)

## Voluntary Agreement Concerning Issuance of License for Sale of Alcoholic Beverages

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of January, 2006, by and between DTR, LLC, trading as Adams Grill (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C and (hereinafter the "Protestants"),

### WITNESSETH

Whereas Applicant has filed an application (No. 60798) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of class "CR" License No. 70963 for the premises known as Adams Grill, located at 1813-1815 Adams Mill Road, N.W., Washington, D.C.,

Whereas Protestants have filed before the Board a protest opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the renewal of the license and withdrawal of the Protest, provided that such agreement is incorporated into the Boards order issuing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants concerns,

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

**1. Hours.**

The hours of operation shall not exceed:

**Inside:**

**First Floor**

Sunday through Thursday 11:00 am until 2:00 am

Friday and Saturday 11:00 am until 3:00 am

Last Call will be announced on the **first floor** at:

1:30 am Sunday through Thursday

2:30 am Friday and Saturday

**Second Floor**

Sunday through Thursday, 11:00 am until 1:45 am  
Friday and Saturday, 11:00 am until 2:45 am  
Last Call will be announced on the **second floor** at:  
1:15 am Sunday through Thursday  
2:15 am Friday and Saturday

**Third Floor**

Sunday through Thursday, 11:00 am until 1:30 am  
Friday and Saturday, 11:00 am until 2:30 am  
Last Call will be announced on the **third floor** at:  
1:00 am Sunday through Thursday  
2:00 am Friday and Saturday

**Public Space Unenclosed Sidewalk Cafe**

Sunday, Monday, Thursday 11 a.m. until 12:00 a.m.  
Tuesday and Wednesday 11 a.m. until 11 p.m. *2:07*  
Friday and Saturday 11 a.m. until last call at ~~2:15~~ a.m.. *bu*

Nothing herein shall preclude Applicant from seeking permission from the Alcoholic Beverage Control Board for a change in the hours of the public space sidewalk café if it obtains permission from the Public Space Committee to enclose the public space sidewalk café.

**2. Seating.**

Seating capacity shall not exceed:

Sidewalk cafe:

Tables and chairs only 40 seats  
Tables and chairs must remain during all hours of operation, and there shall be no standing room only crowds permitted within the seating area

First, Second and Third Floor: 175 seats

### 3. Noise.

Applicant acknowledges familiarity with and shall comply with noise control provisions of District of Columbia law and regulations, including:

(a) Applicant shall not permit any emissions of sound by any musical instrument or amplification device or other device or source of sound or noise, that violates the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Applicant agrees to abide by all Alcoholic Beverage Control laws and regulations, in particular 25-725.

(b) If necessary to comply with the requirements of 4.(a) above, the doors and windows of the premises shall be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress or to egress from the premises.

(c) Noise from inside shall not be audible in surrounding residential housing areas.

(d) There shall be no designated dance area.

### 5. Sidewalk Cafe

(a) There shall be no mechanical devices that create sound or images of any kind used on (or outside near) the sidewalk cafe. No loudspeaker or any other source of sound or noise or image shall be placed inside the establishment in such a way as to cast sound or an image into the public space.

(b) There shall be no portable service bar containing alcoholic beverages utilized on the sidewalk café, however, Applicant may utilize one service tub for the storage and sale of cold beverages, provided the service tub is kept within the building restriction line. *L (i.e. beer)*

(c) Applicant agrees not to display any sort of signage advertising alcohol specials or alcohol pricing on the metal fencing that encompasses the sidewalk café. *[Signature]*

### 6. Trash/Garbage/Rodents/Recycling

(a) Applicant shall maintain regular trash/garbage removal service of sufficient frequency that trash, garbage and recycling materials are always kept within tightly closed containers, and see that the trash and dumpster area and pavement 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 shall make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.

(b) Applicant agrees to segregate bottles (and recycle bottles, cans and cardboard in accordance with DC Law 7-226) from trash and agrees to not dispose of the glass recycling in the outside recycling containers between the hours of 11:00 pm and 8:00 am. except in bags and in a manner that

will not disturb residents in the neighborhood.

(c) Applicant agrees to work with the landlord and the other tenants whose trash is collected and held in the rear of the property to create a policy of keeping the bar-gate of the fence locked at all times that trash is not being removed or deliveries received. Applicant agrees that this shall involve sharing keys to the gate among all tenants and haulers and taking measures to keep all parties aware of the need to keep the gate locked.

(d) Applicant shall provide for the proper removal of grease and fatty oils from the establishment and shall not deposit grease or fatty oils in the trash dumpsters. Applicant agrees to provide the Protestant with a copy of the contract to remove same from the establishment.

#### **7. Exterior including public space**

(a) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

(b) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisement in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

#### **8. License terms**

Applicant agrees to operate the establishment under the terms of its license and shall not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

#### **9. Bar/Pub Crawls**

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

#### **10. League Sports**

(a) Applicant agrees to encourage recreational teams to keep post-game singing, chanting and cheering to an acceptable minimum so as to not disturb the surrounding residential areas.

(b) Applicant agrees to make all recreational teams move their post-game celebrations indoors by 10 p.m. Sunday through Thursday.

**11. Consideration**

Applicant shall encourage employees and patrons to be considerate of neighboring residents at all times. Applicant shall encourage employees and patrons leaving the establishment to keep conversations and noise to a minimum from 11:00 pm to 7:00 am.

**12. Modification**

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the Parties with the approval of the ABC Board.

**13. Regulations**

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations.

**14. Withdrawal of Protest**

ANC agrees to renewal of the license and the withdrawal of their protest, *provided* that this Agreement is incorporated into the Board's order granting the aforesaid Application, which order is thereby conditioned upon compliance with such Agreement.

**15. Availability of Voluntary Agreement**

Applicant agrees to keep available at all times a copy of this Agreement at his establishment and to familiarize all his employees with its conditions.

**16. Successors and Partial Invalidity.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event any part of this Agreement should be determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the rest of the Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part held to be invalid or unenforceable.



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

**In the Matter of:** )

DTR, LLC )

t/a Adams Grill )

Application for a Retailer's Class CR )

License – substantial change )  
at premises )

Application no. 24762-03/073P

2004-13

1813-1815 Adams Mill Road, N.W. )

Washington, D.C. )

Andrew J. Kline, Esquire, on behalf of the Applicant

Matt Forman, President, on behalf of the Kalorama Citizens Association, Protestant

**BEFORE:** Charles A. Burger, Interim Chairperson

Vera Abbott, Member

Peter Feather, Member

Judy A. Moy, Member

Audrey E. Thompson, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The request to expand the business operation to the second and third floors of the premises was protested, and came before the Board on August 20, 2003, in accordance with the D.C. Official Code Title 25, Section 601 (2001 Edition). Matt Forman, President, on behalf of the Kalorama Citizens Association, filed a timely protest.

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 October 16, 2003, the protestant has 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.

DTR, LLC

t/a Adams Grill

Case no. 24762-03/073P

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Accordingly, it is this 12th day of November 2003, **ORDERED** that:

1. The protest of Matt Forman, President, on behalf of the Kalorama Citizens Association, is **WITHDRAWN**;
2. The request to expand the business operation to the second and third floors of the premises for DTR, LLC t/a Adams Grill, holder of a retailer's class CR license, at 1813-1815 Adams Mill Road, 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 Protestant and the Attorney for the Applicant.

District of Columbia  
Alcoholic Beverage Control Board

Charles A. Burger  
Charles A. Burger, Interim Chairperson

Vera Abbott, Member

NOT VOTING - PF  
Peter Feather, Member

Judy A. Moy  
Judy A. Moy, Member

Audrey E. Thompson  
Audrey E. Thompson, Member

VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE  
FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into this 16th day of October, 2003, by and between DTR, LLC, trading as Adams Grill (hereinafter the "Applicant"), and Kalorama Citizens Association (hereinafter the "Protestant"), hereinafter the "Parties", witnesseth:

Whereas Applicant has filed an application (No. 24762) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the substantial change of class "CR" License No. 60340 for the premises known as Adams Grill, located at 1813-1815 Adams Mill Road, N.W., Washington, D.C.,

Whereas Protestant has filed before the Board a protest opposing the granting of this request,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the substantial change of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns,

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Hours. The hours of operation shall not exceed:

Inside:

First Floor

Sunday through Thursday, 11:00 am until 2:00 am

Friday and Saturday, 11:00 am until 3:00 am

Last Call will be announced on

the first floor at:

1:30 am Sunday through Thursday

2:30 am Friday and Saturday

Second Floor

Sunday through Thursday, 11:00 am until 1:45 am  
Friday and Saturday, 11:00 am until 2:45 am

Last Call will be announced on  
the second floor at: 1:15 am Sunday through Thursday  
2:15 am Friday and Saturday

Third Floor

Sunday through Thursday, 11:00 am until 1:30 am  
Friday and Saturday, 11:00 am until 2:30 am

Last Call will be announced on  
the third floor at: 1:00 am Sunday through Thursday  
2:00 am Friday and Saturday

Public Space Sidewalk Cafe

Applicant shall comply with the restrictions on hours, if any,  
contained in any applicable permits or documents.

2. Seating. Seating capacity shall not exceed:

Sidewalk cafe:	Tables and chairs only	40 seats	} 175 seats total 12/15/03
First Floor:	Bar, tables and chairs	<del>75 seats</del>	
Second Floor:	Bar, tables and chairs	—	
Third Floor:	Bar, tables and chairs	—	

The Parties agree to insert the approved Certificate of Occupancy numbers for the second and/or third floor(s) upon issuance, into the above space(s). Upon issuance, the Parties shall initial and date that section.

3. Certificate of occupancy and building permits.

(a) Applicant shall obtain any required building or other permits for any alterations to the building that may be undertaken to accommodate the proposed use of the second and third floors or for other purposes, and shall obtain a Certificate of Occupancy authorizing the proposed use of the second and third floors.

(b) This agreement is without prejudice to the right of the Protestant to continue to oppose the granting of such permits and Certificate of Occupancy, if it appears to Protestant that the proposed use is not consistent with applicable zoning regulations. The Parties agree and understand that the Board shall not issue the amended license for the second and/or third floors until the applicant has obtained the Certificate of Occupancy for either or both of those floors.

(c) The Substantial Change request of June 20, 2003 by the Applicant relates only to the second and third floors of 1813 Adams Mill Road, N.W.

#### 4. Noise.

Applicant acknowledges familiarity with and shall comply with noise-control provisions of District of Columbia law and regulations, including:

(a) Applicant shall not permit any emissions of sound by any musical instrument or amplification device or other device or source of sound or noise, that violates the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Applicant agrees to abide by all Alcoholic Beverage Control laws and regulations, in particular 25-725.

(b) If necessary to comply with the requirements of 4.(a) above, the doors and windows of the premises shall be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress or to egress from the premises.

(c) Noise from inside shall not be audible in surrounding residential housing areas.

(d) There shall be no designated dance area.

#### 5. Unenclosed Sidewalk Cafe.

(a) There shall be no mechanical devices that create sound or images of any kind used on (or outside near) the sidewalk cafe. No loudspeaker or any other source of sound or noise or image shall be placed inside the establishment in such a way as to cast sound or an image into the public space.

(b) Any portable service bar containing alcoholic beverages shall be controlled by Applicant's staff and shall remain within the "Building Restriction Line" portion of the fence enclosure.

#### 6. Trash/Garbage/Rodents/Recycling.

(a) Applicant shall maintain regular trash/garbage removal service of sufficient frequency that trash, garbage and recycling materials are always kept within tightly closed containers, and see that the trash and dumpster area and pavement 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 shall make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.

(b) Applicant agrees to segregate bottles (and recycle bottles, cans and cardboard in accordance with DC Law 7-226) from trash and agrees to not dispose of the glass recycling in the outside recycling containers between the hours of 11:00 pm and 8:00 am, except in bags and in a manner that will not disturb residents in the neighborhood.

(c) Applicant agrees to work with the landlord and the other tenants whose trash is collected and held in the rear of the property to create a policy of keeping the bar-gate of the fence locked at all times that trash is not being removed or deliveries received. Applicant agrees that this shall involve sharing keys to the gate among all tenants and haulers and taking measures to keep all parties aware of the need to keep the gate locked.

(d) Applicant shall provide for the proper removal of grease and fatty oils from the establishment and shall not deposit grease or fatty oils in the trash dumpsters. Applicant agrees to provide the Protestant with a copy of the contract to remove same from the establishment.

7. Exterior including public space.

(a) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

(b) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisement in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

8. License terms.

Applicant agrees to operate the establishment under the terms of its license and shall not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

9. Bar/Pub Crawls.

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

10. Consideration.

Applicant shall encourage employees and patrons to be considerate of neighboring residents at all times. Applicant shall encourage employees and patrons leaving the establishment to keep conversations and noise to a minimum from 11:00 pm to 7:00 am.

11. Modification.

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the Parties with the approval of the ABC Board.

12. Regulations.

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations.

13. Availability of Voluntary Agreement.

Applicant agrees to keep available at all times a copy of this Agreement at his establishment and to familiarize all his employees with its conditions.

Applicant: For DTR, LLC.

~~\_\_\_\_\_~~  
*Manager Member*  
By: Darrell Green

Date: 10-23-03

For Kalorama Citizens Association:

Dennis E. James  
*ABC LICENSING CHAIRMAN*  
By: DENNIS E. JAMES, FOR KCA

Date: 10-23-2003