

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

In the Matter of: )  
 )  
L'Enfant Enterprises, LLC )  
t/a L'Enfant Café & Bar )  
 ) License No. 60658  
 ) Order No. 2010-401  
Application for a Substantial Change to )  
a Retailer's Class CR License )  
 )  
at premises )  
2000 18th Street, N.W. )  
Washington, D.C. 20009 )  
\_\_\_\_\_ )

L'Enfant Enterprises, LLC, t/a L'Enfant Café & Bar, Applicant

M. Mindy Moretti, ABC & Public Safety Committee Chair, on behalf of Advisory  
Neighborhood Commission (ANC) 1C

Denis James, on behalf of Kalorama Citizens Association (KCA)

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

**ORDER ON COOPERATIVE AGREEMENT AND  
WITHDRAWAL OF PROTEST**

The official records of the Alcoholic Control Board (Board) reflect that L'Enfant Enterprises, LLC, t/a L'Enfant Café & Bar, Applicant for a Substantial Change to its Retailer's Class CR License located at 2000 18th Street, N.W., Washington, D.C., and Commissioner Moretti, on behalf of ANC 1C, and Denis James on behalf of KCA, have entered into a Cooperative Agreement, dated April 7, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement also constitutes a withdrawal of the Protest filed by KCA.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Moretti, on behalf of ANC 1C, and Denis James, on behalf of the KCA, are signatories to the Agreement.

**L'Enfant Enterprises, LLC**  
**t/a L'Enfant Café & Bar**  
**License No: 60658**  
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Accordingly, it is this 28th day of July 2010, **ORDERED** that:

1. The Application filed by L'Enfant Enterprises, LLC, t/a L'Enfant Café & Bar (Applicant), for a Substantial Change to its Retailer's Class CR license located at 2000 18th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest, filed by KCA, in this matter is hereby **DISMISSED**;
3. The above-referenced Cooperative Agreement submitted by the Applicant, ANC 1C, and KCA to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order, except for the following sentence in section 5(b) to be removed by this Order:

“Applicant agrees to provide ANC with a copy of the contract to remove same from the establishment.”

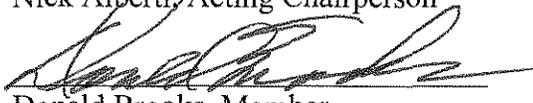
The parties agree to this modification.

4. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

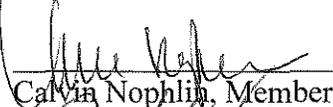
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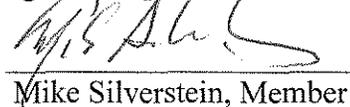
District of Columbia  
Alcoholic Beverage Control Board

  
Nick Alberti, Acting 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, 1250 U Street, N.W., 3<sup>rd</sup> Floor, Washington, D.C. 20009.

Cooperative Agreement Concerning Substantial Change of License, For Sale of Alcoholic Beverages

AGREEMENT, made and entered into this 7 day of April, 2010, by and between L'Enfant Enterprises LLC (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C (ANC1C), and the Kalorama Citizens Association (KCA), hereafter the parties, witnesseth:

Whereas Applicant has filed an Application with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the substantial change of a Class CR License (License No. 60058) for the premises known L'Enfant Café-Bar located at 2000 18th Street NW (Florida Avenue), Washington, DC.

Whereas in recognition of the Board's policy of encouraging parties to settle their differences by reaching cooperative agreements, the parties hereto desire to enter into a cooperative agreement whereby

- (1) Applicant will agree to adopt certain measures to address the The Parties' concerns and to include this Agreement as a formal condition of its Application, and
- (2) The Parties will agree to the approval of the Application and withdrawal of the Protest *provided* that this Agreement is incorporated into the Board's order approving such Application, which order is thereby conditioned upon compliance with such Agreement,
- (3) The Parties agree that this agreement upon submittal to, and approval by, the ABC Board, shall replace in their entirety all previous voluntary/cooperative agreements associated with this license.

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate The Parties 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 be:

Inside:

*Sunday-Thursday: 7:30 a.m. to 2 a.m.*

*Friday & Saturday: 7:30 a.m. to 3 a.m.*

Patio:

*Sunday-Thursday 7:30 a.m. to 12 a.m.*

*Friday & Saturday 7:30 a.m. to 1 a.m.*

Last call will be announced 30 minutes prior to closing, each night of operation.

*On federal and District holidays, establishment may remain open to the full extent allowed by law.*

## **2. Seating.**

Seating capacity will not exceed: 35 at tables, 15 at bar, 40 on patio.

## **3. Noise/Music/Dancing.**

*Applicant acknowledges familiarity with and will comply with noise-control provisions of 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 the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Applicant agrees to abide by all Alcoholic Beverage Control regulations as amended.*

- *The doors and windows of the premises will be kept closed at all times from 11p.m. till closing 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 to or egress from the premises.*
- *Music from inside will not be audible at surrounding residential housing areas.*
- *The Parties agree that any live music performances will be for the benefit and enjoyment of the establishment's dining and bar patrons, therefore, there will be no cover charge. In the case of special events, such as private parties or New Year's Eve, the preceding section does not prevent the licensee from making certain charges to allow participation. For the purposes of this section, special events and private parties are considered separate and apart from the routine operation of the establishment and the regular presentation of live music.*
- *Applicant agrees to maintain and keep at the establishment a logbook of special events/private parties to be held at the establishment and list all such events in it.*
- *The Parties agree that in the routine operation of the establishment, the regular presentation of live music performances will end no later than 12:30 a.m. This section does not apply to New Year's Eve on which date any live music performance shall end ONE HOUR before closing time. In the case of special events or private parties any live music performances will end no later than 1:30 a.m.*
- *There will be no designated dance area.*

## **4. Trash**

(a) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, see that the trash and dumpster area remain 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 make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

(b) Applicant agrees to segregate and recycle bottles and glass refuse apart from trash and agrees not to dispose of the bottles and glass refuse in the outside trash dumpsters or recycling containers during the hours of 11:00 p.m. and 8:00am.

#### **5. 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 D.C. 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 will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters. Applicant agrees to provide ANC with a copy of the contract to remove same from the establishment.

#### **6. Items specific to establishment**

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

(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.

(c) ID checks will be done inside the premises, so as to avoid an outside line on the street.

#### **7. Bar/Pub Crawls**

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

#### **8. Consideration**

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

#### **9. 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. If Applicant desires to modify the terms of this Agreement, then prior to implementing the changes, Applicant shall receive written agreement from ANC IC after a majority of Commissioners shall have voted in favor of changes at a full public meeting, a quorum being present.

#### **10. Regulations**

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations. Further, nothing in this agreement shall preclude the ANC from filing an objection to any request by the applicant to the Board of Zoning Adjustment.

**11. Withdrawal of Protest**

The Parties agrees to the substantial change of the license *provided* that this Cooperative Agreement is incorporated into the Board's order granting the aforesaid Application, which order is thereby conditioned upon compliance with such.

**12. Availability of Voluntary Agreement**

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

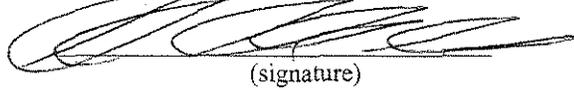
Applicant

  
(signature)

CHRISTOPHER LYNCH  
(name/title)

4/7/10  
(date)

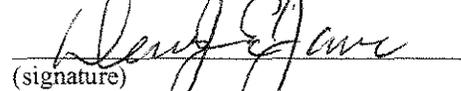
Advisory Neighborhood Commission 1C

  
(signature)

M. Mindy Maetti, ABCA Public Safety Committee Chair  
(name/title)

4/7/10  
(date)

Kalorama Citizens Association

  
(signature)

DENIS I.E. JAMES  
(name/title)

APRIL 7, 2010  
(date)