

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

_____)	
In the Matter of:)	
)	
The Art of Lounge, LLC)	
t/a Town)	
)	
Holder of a)	
Retailer's Class CN License)	License No. ABRA-076801
)	Order No. 2013-024
at premises)	
2009 8 th Street, N.W.)	
Washington, D.C. 20009)	
_____)	

The Art of Lounge, LLC, t/a Town (Licensee)

Myla Moss, Former Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1B

Brian Card, on behalf of Cardozo-Shaw Neighborhood Association, Inc. (CSNA)

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that The Art of Lounge, LLC, t/a Town, (Licensee), ANC 1B, and CSNA entered into a Voluntary Agreement (Agreement), dated May 28, 2007, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (also known as Amendment to Voluntary Agreement), dated November 12, 2012, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the Licensee's hours of operation and sales of alcoholic beverages.

Lounge, LLC
t/a Town
License No. ABRA-076801
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All terms and conditions of the original Agreement, not amended by the Amendment to Settlement Agreement, shall remain in full force and effect.

The Amendment to Settlement Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee; former Chairperson Myla Moss, on behalf of ANC 1B; and Brian Card, on behalf of CSNA, are signatories to the Amendment.

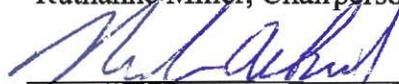
Accordingly, it is this 16th day of January, 2013, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement, dated November 12, 2012, 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, ANC 1B, and CSNA.

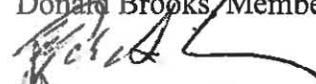
The Art of Lounge, LLC
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District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Mike Silverstein, Member


Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

AMENDMENT TO VOLUNTARY AGREEMENT

THIS AMENDMENT TO VOLUNTARY AGREEMENT is made on this 20 day of November 2012 by and between The Art of Lounge, LLC t/a Town, License No. ABRA-076801 (Licensee or Applicant), and Advisory Neighborhood Commission 1B (ANC1B) and Cardozo-Shaw Neighborhood Association, Inc. (CSNA) (collectively, the Parties).

RECITALS

WHEREAS, Applicant, ANC 1B and CSNA entered into a Voluntary Agreement dated May 28, 2007, concerning the Licensee's Retailer's Class CN alcoholic beverage license for an establishment located at 2009 8th Street, NW, Washington, D.C.; and

WHEREAS, in the Original Voluntary Agreement, ANC 1B and CSNA requested and Licensee agreed to specific controls regarding the Hours of Operation and Sales of Alcoholic Beverages; and

WHEREAS, the Parties have agreed to enter into this Amendment to Voluntary Agreement to permit the Licensee to amend its Hours of Operation and Sales of Alcoholic Beverages as set forth more clearly below; and

WHEREAS, the Parties request that the Alcoholic Beverage Control Board approve this Amendment to Voluntary Agreement conditioned upon the Licensee's compliance with the terms of this written Amendment and the previously executed Voluntary Agreement; and

NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually understood and agreed by and between the undersigned Parties to amend the previously executed Voluntary Agreement as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Hours of Operation and Sales.***

The Parties Agree to Amend the Voluntary Agreement by substitution of a new Section 9 as follows:

9. Hours of Operation and hours for sales, service and consumption of alcoholic beverages

Hours of Operation:

Sunday through Thursday: 12:00 p.m. - 2:00 a.m.

Friday and Saturday: 12:00 p.m. - 5:00 a.m.

Hours for Sale, Service and Consumption of Alcoholic Beverages:

Sunday through Thursday: 12:00 p.m. - 2:00 a.m.

Friday and Saturday: 12:00 p.m. - 3:00 a.m.

Provided, however, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may serve alcoholic beverages and provide entertainment for one additional hour (that is, one hour later in the morning); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours Applicant may avail itself of such extended hours; (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4am and continue to operate until 5:00 am; and (4) Applicant may not permit new entry into the establishment after 3:00 am, but will remain open for business until 5:00 am with patrons exiting in smaller numbers until 5:00 am.

3. **Agreement Otherwise Unamended.** Except as otherwise provided herein, the terms and conditions of the previously executed and ABC Board Approved Voluntary Agreement are expressly reaffirmed and remain in full force and effect.

Advisory Neighborhood Commission 1B

Myla Moss
Chairperson (Print Name)

[Signature]
Signature

**The Art of Lounge, LLC
t/a Town**

[Signature]
John Guggenmos
Managing Member

Cardozo-Shaw Neighborhood Association, Inc.

Brian Cord, President V S + NA (CSNA)
(Print Name and Title)

[Signature] Nov 8, 2012
Signature

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

<u>In the Matter of:</u>)	
)	
The Art of Lounge, LLC)	
t/a Town)	
)	
Application for a New Retailer's)	License No. 76801
Class CN License)	Case No. 61224-07/051P
at premises)	Order No. 2007-036
2009 8 th Street, N.W.)	
Washington, D.C.)	
)	

Michael D. Fonseca, on behalf of the Applicant

Deairich R. Hunter, Chairman, on behalf of Advisory Neighborhood Commission 1B (ANC1B), Protestant.

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 AND WITHDRAWN PROTEST

The Application for a new Retailer's Class CN License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on June 13, 2007, in accordance with D.C. Official Code § 25-601 (2001). Deairich R. Hunter, Chairman, on behalf of ANC1B, filed timely opposition by letter.

The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated May 28, 2007, the Protestant has agreed to withdraw its 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.

The Art of Lounge, LLC
t/a Town
License No. 76801
Case No. 61224-07/051P
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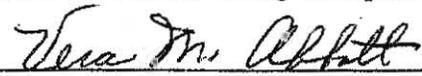
Accordingly, it is this 25th day of July 2007, **ORDERED** that:

1. The protest of Deairich R. Hunter, Chairman, on behalf of ANC 1B, is **WITHDRAWN**;
2. The Application of The Art of Lounge, LLC, t/a Town, at 2009 8th Street, N.W. Washington, D.C., for a new Class CN Retailer's License 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 Applicant.

The Art of Lounge, LLC
t/a Town
License No. 76801
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District of Columbia
Alcoholic Beverage Control Board

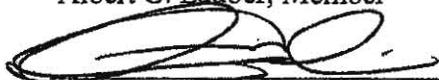

Peter B. Feather, Acting Chairperson


Vera M. Abbott, Member


Judy A. Moberg, 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.

received
6/9/2007 CWA

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 28 day of May, 2007, by and between The Art of Lounge, LLC T/A Town ("Applicant") AND Advisory Neighborhood Commission 1B ("ANC 1B"), and Cardozo-Shaw Neighborhood Association, Inc. ("CSNA") (together "Community").

WITNESSETH

WHEREAS, Applicant has applied for an Alcoholic Beverage Control (ABC) Retailer's Class CN license for the premises at 2009 8th Street, N.W., Washington, D.C 20001.

WHEREAS, the Community, is considering support of Applicant's license; and

WHEREAS, the parties have agreed to enter into this Agreement and to request the Alcoholic Beverage Control Board ("ABC Board") to approve the Applicant's license application conditioned upon Applicant's compliance with the terms of this written Agreement.

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. Nature of Business. The Applicant will manage and operate an upscale Dance space and stylish sit-down cocktail lounge in a comfortable plush environment with a high emphasis on service with an occupancy of no more than 692 patrons, as noted below. Any change from this model shall be considered by all parties to be a substantial change in operation and of great concern to the Community.

3. Parking. The Applicant fully recognizes the importance of parking not only for its success and convenience for its patrons, but also the level of its importance to the Community. Applicant will maintain no fewer than 50 parking spaces adjacent to the licensed premises for patrons. The parking lot will have security workers at all times that the club is in operation.

The Applicant has not limited its search for convenient and available parking in the immediate vicinity of the establishment. The Applicant will pursue other parking possibilities as is practicable. Other parking possibilities can be utilized collectively or independently depending on the night of the week and the demand for parking.

4. Noise and Privacy. Applicant will engage an acoustical engineer to advise on improvements to the premises to dampen sound emissions. Applicant will provide concerned parties with an architectural brief from Studios Architecture with regard to the techniques used to assist in sound baffling in the building. Applicant will take all necessary actions including the creation of interior "buffer zones" to ensure that music and noise from the establishment are not audible from within the adjacent residential properties, and will take steps to reduce noise emanating from the establishment from the opening of the entry and exit doors. Applicant further pledges its ongoing support to take immediate reasonable remedial action should the need arise. Applicant will make improvements to hold as much of the line of patrons awaiting entry as possible inside the lobby to the building and affirms that it will not "hold a line" for only the appearance or to create anticipation. Applicant will post signage at the exits to the premises and the parking lot asking patrons to respect our neighbors and to be quiet while leaving the venue

and the neighborhood. Applicant will have its patrons exit out onto the parking lot at closing and after 3:00 am on Saturday and Sunday mornings. Applicant will (if permitted under DC law) establish a designated smoking area on the rear of the parking lot and will take reasonable efforts to control the noise from patrons using this space.

5. Public Space and Trash. Applicant agrees to obtain a dumpster to be placed in the rear of the building on private space and to contract with a commercial trash hauler for pickup at least twice per week or more as necessary. Applicant agrees to maintain such dumpster in a locked and completely closed position. Applicant shall require its trash and recycling contractors to pick up trash and materials after 9:00 a.m. Applicant will not deposit trash into the dumpster between the hours of 11:00 pm and 7:00 am. Applicant will keep the immediate environs to its premises clean of trash and litter, including the abutting sidewalk and street in the 2000 block of 8th Street, NW. This task will be performed two times a week, or as often as reasonably needed. Applicant will not utilize panhandlers or homeless persons to pickup trash and litter.

6. Dancing, Music and Entertainment. Applicant may offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. Applicant may offer live music concerts, with concert sound systems, no more than 10 times each calendar year. Applicant may regularly employ a DJ, and offer other forms of entertainment. However, Applicant will not hold outdoor events and will not offer entertainment outdoors. Furthermore, Applicant pledges that it will not turn over to promoters or private organizations the operation and control of the

establishment. Notwithstanding the forgoing, Applicant may enter into contracts with individuals and organizations for private parties including political and charity fundraising events.

7. Rats and Vermin Control. The Applicant shall provide rat and vermin control surrounding the dumpster area by providing outside traps and baiting. Applicant shall engage a commercial pest control company and have the premises serviced regularly.

8. Security. Applicant shall employ security personnel in sufficient number to check identification, and to control unruly patrons, whether inside or in the immediate outside area of the establishment. Applicant shall post signage at the entrance and exit instructing patrons that they are adjacent to a residential neighborhood and ask them upon exiting to leave quietly. Furthermore, Applicant has provided to the community a separate security plan and will update the community as the plan is amended, and if the need should arise will implement practicable recommendations from the community.

9. Hours of Operation and Age Restriction. The Applicant's hours of operation shall be as follows:

Sunday –	CLOSED*
Monday-Wednesday	3:00 pm to 1:00 am*
Thursday	3:00 pm to 2:00 am
Friday – Saturday	12:00 p.m. to 5:00 a.m.**

* Applicant may operate until 2:00 am on Sundays preceding federal holidays.

Applicant may operate until 5:00 am on New Year's Eve regardless of the day of the week, and may operate until 2:00 am on Sunday, Monday, Tuesday or

Wednesday, for no more than fifteen (15) special events (total) per calendar year.

The Community will be given notice in by email and writing for the residents of the 2000 block of 8th street of said special events at least five (5) business days in advance of the event.

** Applicant may not permit new entry into the establishment after 3:00 am, but will remain open until 5:00 am with patrons exiting in smaller numbers until 5:00 am.

Applicant will not permit patrons on the premises under the age of 18 after 11:00 pm. This policy will remain in effect in the event the District of Columbia enacts legislation that is less restrictive than the forgoing.

10. Occupancy. The currently applied for maximum occupancy of the establishment is 692 persons. Applicant shall post the certificate of occupancy in a prominent location in the entryway. Applicant may not expand its occupancy without amendment of this Agreement.

11. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is strongly encouraged to regularly send a representative to ANC 1B meetings, and to CSNA meetings. Applicant, upon notice from the ANC 1B or CSNA shall send a representative of the establishment to a meeting(s) of the respective organization to discuss and find reasonable ways to resolve any problems associated with its operations.

12. Binding Effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant.

14. Notices. In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within (30) days thereafter before action against Applicant on the basis of such violation may be undertaken. A material violation of this Agreement or its ABC license by Applicant, which has not been corrected after such thirty (30) days' notice, shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made 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:

1. If to Applicant, to:

John Guggenmos
1301 Rhode Island Avenue #3, NW
Washington, D.C. 20005

2. If to ANC 1B, to:

Advisory Neighborhood Commission 1B
PO Box 73710
Washington, D.C. 20056

3. If to CSNA

Cardozo-Shaw Neighborhood Association, Inc.
PO Box 73784
Washington, DC 20056-3784

Applicant may change the notice address listed above by written notice to the other signatories at the addresses listed above. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcoholic Beverage Control Board.

15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.