

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

**In the Matter of:** )  
 )  
**Afghan Enterprises, Inc.** )  
**t/a Khyber Pass Restaurant** )  
 )  
**Application for a Retailer's** )  
**License Class CR - renewal** )  
**at premises** )  
**2309 Calvert Street, N.W.** )  
**Washington, D.C.** )

**Case No. 11181-97098P**

**Phil Mendelson, Chair, on behalf of Advisory Neighborhood Commission 3C,  
Protestant**

**Zajhona Taleilei, President, on behalf of the Applicant**

**Before: Barbara L. Smith, Chair  
Dennis Bass, Member  
Allen Beach, Member  
Mary Eva Candon, Member  
Laverne King, Member  
Duane Wang, Member  
Eydie Whittington, Member**

**ORDER ON WITHDRAWN PROTEST**

This matter, having been protested, came before the Board for a public hearing on September 3, 1997 in accordance with D.C. Code Section 25-115 (c)(5)(1995 Supp.), providing for remonstrants to be heard. Phil Mendelson, Chair, on behalf of the Advisory Neighborhood Commission 3C, filed a timely protest letter.

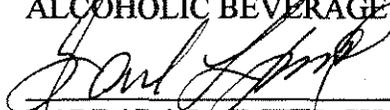
The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board. (See Agreement dated October 1, 1997.) Pursuant to that Agreement, the Protestant has agreed to withdraw the opposition provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Afghan Enterprises, Inc.  
t/a Khyber Pass Restaurant  
Page two

Accordingly, it is this 12<sup>th</sup> day of November 1997, **ORDERED** that:

1. The opposition of Phil Mendelson, Chair, on behalf of the Advisory Neighborhood Commission 3C, be, and the same hereby, is **WITHDRAWN**;
2. The above-referenced Agreement, dated October 1, 1997, be, and the same hereby, is **INCORPORATED** as part of this Order;
3. The application of Afghan Enterprises, Inc. t/a Khyber Pass Restaurant for a retailer's license class CR - renewal at premises 2309 Calvert Street, N.W., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestant and the Applicant.

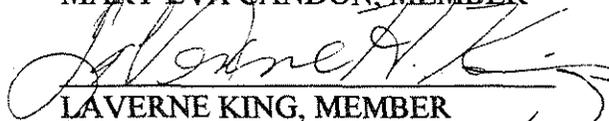
DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

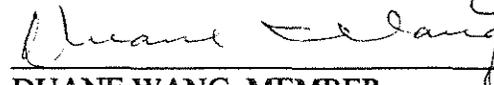
  
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BARBARA L. SMITH, CHAIR

  
\_\_\_\_\_  
DENNIS BASS, MEMBER

\_\_\_\_\_  
ALLEN BEACH, MEMBER

\_\_\_\_\_  
MARY EVA CANDON, MEMBER

  
\_\_\_\_\_  
LAVERNE KING, MEMBER

  
\_\_\_\_\_  
DUANE WANG, MEMBER

\_\_\_\_\_  
EYDIE WHITTINGTON, MEMBER

**VOLUNTARY AGREEMENT**

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RECEIVED  
ALCOHOLIC BEVERAGE CONTROL DIVISION  
Made this 1st day of October 1997, by and between

**KHYBER PASS RESTAURANT aka AFGHAN ENTERPRISES, INC.  
2309 CALVERT STREET, NW  
WASHINGTON, DC  
("Applicant")**

**AND**

**ADVISORY NEIGHBORHOOD COMMISSION 3C  
2737 DEVONSHIRE PLACE, NW  
WASHINGTON, DC 20008  
("Protestant")**

**WHEREAS**, Applicant's application for a Retailer's CR renewal License No. 11181-97098P is pending before the District of Columbia Alcoholic Beverage Control Board ("Board"); and

**WHEREAS**, the premises 2309 Calvert Street, NW are within the jurisdictional boundaries of Protestant Advisory Neighborhood Commission 3C ("ANC 3C"); and

**WHEREAS**, ANC 3C is recognized by the Board as a Protestant in said case; and

**WHEREAS**, Applicant and Protestant mutually desire to resolve said protest:

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth below, and subject to the approval of the Agreement by the Board, the parties agree as follows:

1. From the date of adoption of this Agreement by the Board, Applicant agrees to dispose of all trash external to the building in Department of Public Works-approved, leak-proof containers that will be kept closed and covered at all times. Applicant agrees that trash shall be removed Monday through Saturday, except in June, July and August, when it will be removed Monday through Sunday; that trash containers will not be placed or stored in any public space, including the public right-of-way, i.e., the rear alley; and that trash containers will be cleaned regularly. Applicant will ensure the areas immediately around its outside trash containers are clean and free of debris and trash.

2. From the date of adoption of this Agreement by the Board, Applicant agrees that public space areas in front (sidewalk, tree boxes and street curbs) and in the rear (parking, loading and public space alley) of said address shall be cleaned on a daily (Monday through Sunday) basis, with all trash and debris removed.

3. From the date of adoption of this Agreement by the Board, Applicant will contract with a pest control company to eliminate rodents from the premises, and will periodically, i.e., monthly, bait the alley to prevent rodent harborage.

4. From the date of adoption of this Agreement by the Board, Applicant agrees to ensure that any loading zone on said property will not be used for vehicular parking at any time. Said loading zone will be blocked with movable chains or by other means so as to clearly preclude vehicular parking. Further, the Applicant will request, as needed, that the landlord place appropriate, clearly visible signage to indicate that the loading zone is a "No Parking" area.

5. From the date of adoption of this Agreement by the Board, Applicant agrees to advise delivery vehicles not to park or stand in the public right-of-way alley and further agrees that no off-loading will be accepted if the delivery vehicle is blocking the public right-of-way alley. The Applicant would support reasonable alternatives when a loading zone is not available at said address, e.g., a loading zone area on Connecticut Avenue during limited, non-heavy traffic times.

6. From the date of adoption of this Agreement by the Board, Applicant agrees to maintain conditions specified in any Public Space Permits granted by the District of Columbia. Applicant further agrees that any signage and/or modifications to the building exteriors will be effected in accord with the District of Columbia laws, regulations and requirements, e.g., Historic Preservation guidelines that are applicable to the historic Woodley Park area. Such proposed plans for changes in the building exterior, including the addition of awnings, or for signage will be submitted to the Woodley Park Community Association ("WPCA") at least fourteen (14) calendar days prior to submittal to the appropriate District of Columbia offices. Applicant agrees to meet with ANC 3C and the WPCA at their request to discuss such plans.

7. In consideration of, and reliance upon, the foregoing commitments, and with the understanding that the stated conditions will be made part of Applicant's license, Protestants hereby agree to withdraw their protest to Applicant's App. No. 11181-97098P and support reissuance of the license.

8. The Applicant acknowledges that any failure to adhere to the foregoing commitments will constitute grounds for Protestant in its sole discretion (a) to petition the Board for revocation of Applicant's Retailer's Class "CN" License following a Show Cause Hearing pursuant to 23 DCMR 1513.5, and/or (b) to petition the Board to impose any applicable fines for violation of the Agreement. Protestant agrees to notify Applicant in writing of any alleged violation of this Agreement and shall afford Applicant fourteen (14) calendar days to correct the violation(s) prior to notifying the Board. In addition, the parties to this Agreement further agree that the Woodley Park Community Association may notify both parties of any alleged violation of this Agreement. If the violation(s) is not corrected within fourteen (14) calendar days, the Woodley Park Community Association is hereby authorized (a) to petition the Board for revocation of Applicant's Retailer's Class "CN" License following a Show Cause Hearing pursuant to 23 DCMR 1513.5, and/or (b) to petition the Board to impose any applicable fines for violation of the Agreement, subject to notification to the parties of this Agreement.

9. This Agreement shall not preclude Protestant from exercising any other rights under the District of Columbia Alcoholic Beverage Control Board statute or regulations, nor from challenging Applicant's compliance with any other District of Columbia laws or regulations not covered by this Agreement.

10. This Agreement may be modified at any time by mutual consent of the Parties, and will be notified to the Board within fourteen (14) calendar days.

IN WITNESS, WHEREOF, the parties have affixed hereunto their signatures:

for KHYBER PASS RESTAURANT aka AFGHAN ENTERPRISES, INC.

Applicant *Abdul S. Tabib* Date: 10/2/97

Print Name: ABDUL S. TABIB

for ADVISORY NEIGHBORHOOD COMMISSION 3C

Protestant *Phil Mendelson* Date: 10/2/97  
*Chairman*

Print Name: Phil Mendelson

# ADVISORY NEIGHBORHOOD COMMISSION 3-C

GOVERNMENT OF THE DISTRICT OF COLUMBIA

CATHEDRAL HEIGHTS • CLEVELAND PARK • MASSACHUSETTS AVE. HEIGHTS • MCLEAN GARDENS • WOODLEY PARK

2737 DEVONSHIRE PLACE, N.W.  
WASHINGTON, D.C. 20008  
(202) 232-2232 FAX: 232-0667

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RECEIVED  
ALCOHOLIC BEVERAGE  
CONTROL DIVISION

October 7, 1997

Single Member District Commissioners:

- 01-Cheryl A. Opacinch
- 02-Alan Blevins
- 03-Maureen Blum
- 04-Jeanne Ingram
- 05-Gloria D. Redman
- 06-Phil Mendelson
- 07-Gail Daubert
- 08-Rosalyn P. Doggett
- 09-Jeremy Bates

Ms. Barbara Smith, Chairman  
Alcoholic Beverage Control Board  
614 H Street, N.W., Room 807  
Washington, D.C. 20001

RE: "CR" Renewal Application No. 11181 for Afghan Enterprises, Inc. (t/a Khyber Pass Restaurant, Inc.) at 2309 Calvert Street, N.W.

Dear Chairman Smith and Members of the Board:

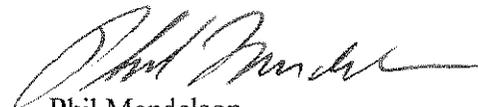
I am writing to transmit an original copy of a Voluntary Agreement between Afghan Enterprises, Inc. (t/a Khyber Pass Restaurant) and ANC 3-C which is a protestant in this matter (protest # 11181-97098P). The agreement is fully executed and both we and Mr. Tabibi retain copies.

Advisory Neighborhood Commission withdraws its protest in this case, provided that the attached agreement is made a condition of Khyber Pass Restaurant's license renewal.

I am most pleased that the restaurant was able to meet community concerns and reach agreement. It is our view that Voluntary Agreements are highly desirable as a means to ensure peace, order and quiet in the residential areas proximate to ABC-licensed establishments.

Thank you for your cooperation.

Sincerely,



Phil Mendelson  
Chairman

enc.

cc: Mr. Tabibi (applicant)