

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

Clinnie M. Dickens
T/a Dan's Café

Application for a Retailer's
Class CT - renewal
at premises

2315 18th Street, NW
Washington, DC 20000

Case No. 8765-01/016P

Denis I.E. James, ABC Licensing Chair, Kalorama Citizens Association (KCA)
Andrew Miscuk, Chairman, Advisory Neighborhood Commission (ANC) 1C
Protestants

Clinnie M. Dickens, Owner, Applicant

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR
VERA ABBOTT, MEMBER
CHARLES BURGER, MEMBER
LAURIE COLLINS, MEMBER
JUDY MOY, MEMBER
ELLEN OPPER-WEINER, ESQUIRE, MEMBER
AUDREY THOMPSON, MEMBER**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, was scheduled for a roll call hearing on March 7, 2001, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received a timely protest letter from Denis I.E. James, KCA, dated February 15, 2001 and Andrew Miscuk, ANC 1C, dated February 20, 2001.

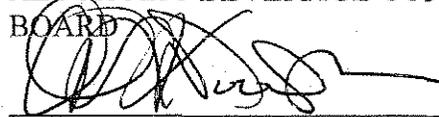
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated January 31, 2001, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Linnie M. Dickens
T/a Dan's Cafe
Page two

Accordingly, it is this 25th day of April 2001, **ORDERED** that:

1. The opposition of Advisory Neighborhood Commission 1C and the Kalorama Citizens Association, be, and the same hereby is **WITHDRAWN**;
2. The application of Linnie M. Kickens, t/a Dan's Cafe, for a retailer's class CT license renewal at premises 2315 18th Street, NW, Washington, DC 20009, be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant(s) and the Applicant.

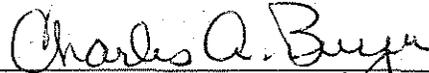
DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD



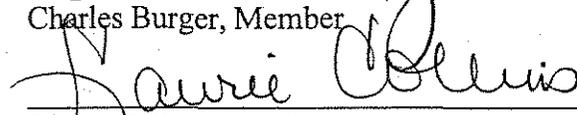
Roderic L. Woodson, Esquire, Chair



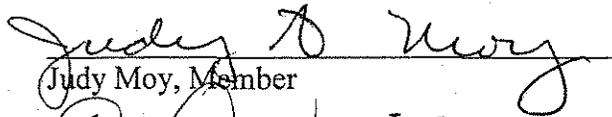
Vera Abbott, Member



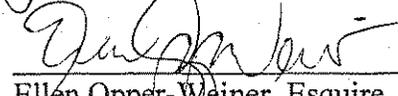
Charles Burger, Member



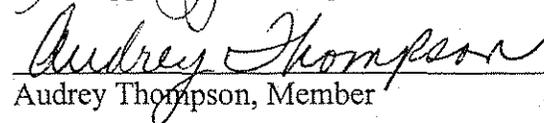
Laurie Collins, Member



Judy Moy, Member



Ellen Opper-Weiner, Esquire, Member



Audrey Thompson, Member

#8765

VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into this 31 day of JAN, 2001, by and between CLINNIE DICKENS Trading as DAN'S CAFE (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C and Kalorama Citizens Association (hereinafter the "Protestants"), witnesses:

OKD/KCA/3-7-00/1
CND/26-3-7-01

Whereas Applicant has filed an application (#8765) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CT" License for the premises known as DAN'S CAFE, located at 2315-18th N.W., N.W., Washington, D.C.,

Whereas Protestants have filed before the Board protests 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) Protestants will agree to the issuance of the renewal of the license and withdrawal of the Protest, provided that such agreement is incorporated into the Board's order renewing 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 be:

	Monday	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Inside:	closed	7-2PM	7-2PM	7-2PM	7-3PM	7-3PM	closed

Roof:

Patio(s):

(If hours are different on different floors please indicate)

If different from above, hours when alcohol will be served:

Inside:

Roof:

Patio(s):

2. Seating. Seating capacity will not exceed:

Interior tables: 70 Interior bar: 14 Patio(s) _____: Roof: _____

(Please indicate by floor, if more than one floor will have seating)

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 DCMR 905. The doors and windows of the premises will 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 to or egress from the premises. There shall be no music played on the roof.

4. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and 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.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway 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 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 dumpster. *M/A. No cooking*

6. Items specific to establishment.

(Note: Be specific: locations, hours, soundproofing, etc.)

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees 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 mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

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

11. Withdrawal of protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

Chimie J. Decker
By: Davis Cape
3-7-01

PROTESTANTS:

Paul Brady (3-7-01)
Advisory Neighborhood Commission 1C
By: DANIEL BRADY
ABC Comm. Chair

Denis I. E. James
Kalorama Citizens Association
By: DENIS I. E. JAMES
ABC LICENSING CHAIR FOR KALORAMA
CITIZENS ASSOCIATION 3.7.2001

8765

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CHD/AC 3-7-01

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