

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:)

Peam Group)
T/a Felix Restaurant)

Application for a Retailer's)
Class CR - substantive change)
at premises)

2406 18th Street, NW)
Washington, DC)

Case No. 28059-2006P

Sharon M. Dondero, Vice President, Kalorama Citizens Association (KCA)
Linda Softli, Chair, Advisory Neighborhood Commission (ANC) 1C
Peter C. Simon, Ann Hughes Hargrove, and John Lawrence Hargrove
Protestants

Alan Popovshy, President, 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ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT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 January 3, 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 Sharon M. Dondero, Vice President, KCA, dated December 12, 2000; Linda Softli, Chair, ANC 1C, dated December 18, 2000; and Peter C. Simon, Ann Hughes Hargrove and John Lawrence Hargrove, dated December 17, 2000.

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 December 30, 2000, the protestants

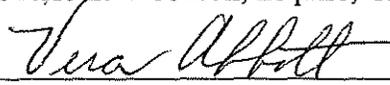
have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

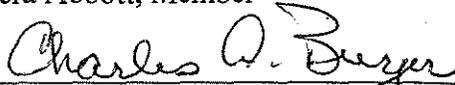
Accordingly, it is this 25th day of April 2001, **ORDERED** that:

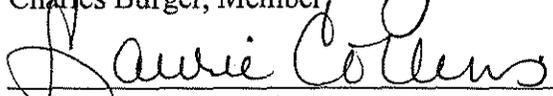
1. The opposition of the Kalorama Citizens Association, Advisory Neighborhood Commission 1C, Peter C. Simon, Ann Hughes Hargrove and John Lawrence Hargrove be, and the same hereby is **WITHDRAWN**;
2. The application of the Peam Group, t/a Felix Restaurant, for a retailer's class CR license (substantial change) at premises 2406 18th Street, NW, Washington, DC, 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 and the Applicant.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD

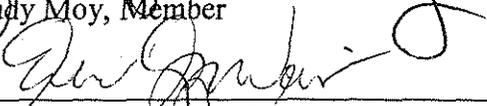

Roderic L. Woodson, Esquire, Chair

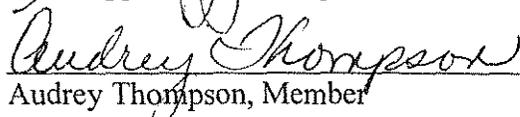

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey Thompson, Member

2001-1-2-001

20-59
28059

**VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES**

THIS AGREEMENT, made and entered into this 3rd day of DECEMBER, 2000, by and between PEAM Group, Trading as Felix (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C, Kalorama Citizens Association, Peter C. Simon, Ann Hughes Hargrove and John Lawrence Hargrove (hereinafter the "Protestants"), witnesses:

Whereas Applicant has filed an application (no. 28059) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the extension or substantive change of a class "CR" License for the premises known as Felix, located at 2406 18th Street, N.W., premises to be extended to 2408 18th Street, N.W., Washington, D.C.,

Whereas Protestants have filed before the Board protests opposing the granting of this application,

Whereas there is an existing voluntary agreement dated June 21, 2000 regarding this establishment among certain of the parties to the present agreement, which incorporated a voluntary agreement dated May 17, 1995, and it is the intention of the parties to the present agreement that it shall supercede and replace the existing agreement dated June 21, 2000,

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

1. Hours. Without prejudice to applicant's ability to open earlier on any day for lunch or brunch, the hours of operation shall be:

	<u>Monday</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thurs.</u>	<u>Fri.</u>	<u>Sat.</u>	<u>Sun.</u>
<u>Inside:</u>	5:30pm-1am	5:30pm-1am	5:30pm-1:30	5:30pm-1:30	5:30pm-2:45	5:30pm-2:45	5:30pm-12
<u>Roof:</u>			- n/a -				
<u>Patio:</u>	5:30pm-10:30	5:30pm-10:30	5:30pm-10:30	5:30pm-11	5:30pm-11	5:30pm-11	5:30pm-10

(patio located at 2408 18th Street, N.W)

The parties understand that applicant has applied for the required permit under D.C. law and regulations for the use of public space adjacent to the front of 2408 18th Street, N.W., and that if such permit is granted, such use will not exceed the size of the existing sidewalk café area.

2nd Floor 2406 18th Street, N.W.: Sunday through Thursday 7pm-midnight, Friday and Saturday 6pm-2am

2. Seating. Seating capacity will not exceed:

Interior tables: _____	Interior bar: _____	Patio(s) _____	Roof: _____
2406 18 th St. 98	48	n/a	n/a
2408 18 th St. 72	10		n/a

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 that is otherwise capable of being heard outside 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.

6. Items specific to establishment.

It is understood between the parties that:

(a) Applicant currently has a daily trash pickup.

(b) Applicant currently recycles its grease and oils.

(c) Whenever the 2nd floor of 2406 18th St. is in operation the black sound insulation curtain will be installed over the window in the ice area at the rear of the 2nd floor

(d) Item 3, page 2 of this agreement shall govern except in the following situations

(1) Applicant may have doors and windows open until 10 pm Monday through Thursday, and 11pm Friday and Saturday if only background dinner music is being played which is not audible outside the premises.

(2) The main front door of the establishment will remain closed whenever the 2nd floor of 2406 18th St. NW is in operation with a disk jockey or a private party.

(e) Applicant has installed black sound insulation screens in the rear windows and promises to maintain them there.

(f) Applicant also has provided a clear Plexiglas sound reflection device for use at the front windows of 2406 18th St., NW which shall remain in place whenever live music or disk jockey-type entertainment and/or recorded amplified music is played.

(g) Applicant will expand its operations into 2408 18th St., NW in the following manner:

- all conditions stated above will apply to 2408 18th St., NW
- the basement shall serve only as kitchen and storage area
- the first floor and mezzanine, which for years has served as a restaurant dining space will be renovated and become a lounge/dining space
- PEAM Group Inc., its assigns or any future subsidiary agrees, while it is the lease holder

of 2408 18th St., NW or if it becomes the owner of the said property, to maintain a residential apartment on the entire 3rd floor, and, on the second floor, to maintain one residential apartment and, should such business office be permissible under District of Columbia zoning law and regulations, one business office on the 2nd floor. There will be no patron use of the 2nd and 3rd floors of 2408 18th St.. There will be no patron use of the 3rd floor of 2406 18th St., NW.

-Applicant further agrees that no permanent material or structural changes will be made to the facade of 2408 18th St., and that said facade will retain its current architectural character. Further, the parties agree that if applicant changes the window treatment of the first floor restaurant space, the awning above the public space sidewalk café, and the railing which surrounds it, these changes will be made in a tasteful manner respecting the architectural integrity of the building they are part of.

- There will be a new doorway created to enter 2408 18th St. from the current entryway of the establishment. This opening will be filled with a metal fire door with sound insulation with an automatic door closer attached so that the door will swing shut upon use and prevent sound transference within and without that part of the establishment.

- The window at the rear of the mezzanine will be walled over from the inside with a sound absorbent screen installed in place over the window before the drywall is installed. The exterior of that window will be boarded up to further prevent sound transference.

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

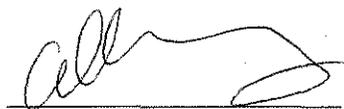
8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

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.

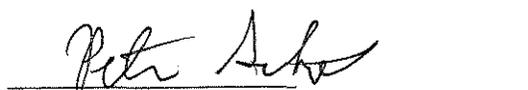
11. Withdrawal of protests. The parties to the present Voluntary Agreement agree that it shall supersede and replace the voluntary agreement respecting this establishment dated June 21, 2000, and Protestants agree to the issuance of the modification of its license as requested by applicant and withdrawal of their Protest: *provided* that the present Voluntary Agreement is incorporated into the Board's order granting the application, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:



By: Alan Popovskiy
President, Pearm Group, Inc

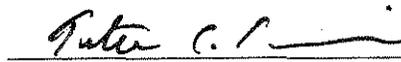
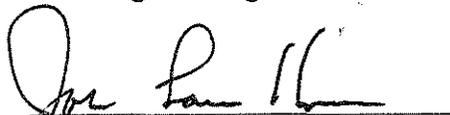
PROTESTANTS:


Advisory Neighborhood Commission 1C

By: Peter SCHOTT
ANC 1C


Kalorama Citizens Association

By: DENIS I. E. JAMES, ABC LICENSING
CHAIR, KALORAMA CITIZENS ASSOCIATION


Peter C. Simon
Ann Hughes Hargrove
John Lawrence Hargrove