

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

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In the Matter of:)	
)	
Adams Morgan Partners, LLC)	
t/a Angry Inch)	
)	License No. 60498
Application for an)	Case No. 21298-07/011P
Entertainment Endorsement)	Order No. 2007-033
At premises)	
2450 18 th Street, NW)	
Washington, D.C.)	
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Adams Morgan Partners, LLC, Applicant

Bryan Weaver, Chairperson, on behalf of Advisory Neighborhood Commission 1C, and
Denis James, President, on behalf of the Kalorama Citizens Association, Protestants

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ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST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 an entertainment endorsement, having been protested, came before the Board on January 24, 2007, in accordance with D.C. Official Code § 25-601 (2001). Bryan Weaver, Chairperson, on behalf of the Advisory Neighborhood Commission (“ANC”) 1C, and Denis James, President, on behalf of the Kalorama Citizens Association (“KCA”), filed timely opposition by letters.

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 April 4, 2007, the Protestants have agreed to withdraw their protests, provided, however, the Board’s approval of the pending application is conditioned upon the Licensee’s continuing compliance with the terms of the Agreement.

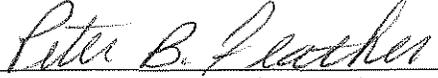
Adams Morgan Partners, LLC
t/a Angry Inch
Case No. 21298-07/011P
Page Two

Accordingly, it is this 19th day of September 2007, **ORDERED** that:

1. The protests of Mr. Weaver, Chairperson, on behalf of ANC 1C, and Denis James, President, on behalf of KCA, are **WITHDRAWN**;
2. The application of Adams Morgan Partners, LLC, t/a Angry Inch for an entertainment endorsement at 2450 18th Street, NW, Washington, D.C., is **GRANTED**;
3. The above-referenced Agreement, is **INCORPORATED** as part of this Order;
4. Copies of this Order shall be sent to the Applicant and the Protestants.

Adams Morgan Partners, LLC
t/a Angry Inch
Case No. 21298-04/011P
Page Three

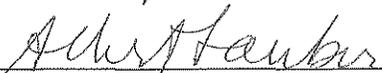
District of Columbia
Alcoholic Beverage Control Board


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

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.

**Cooperative Agreement Concerning
Change of License from CR to CT for Sale of Alcoholic Beverages and
Entertainment Endorsement**

This agreement, entered into the 4th day of April 2007 is between Adams Morgan Partners, t/a The Angry Inch, Advisory Neighborhood Commission 1C and the Kalorama Citizens Association.

Whereas, Adams Morgan Partners, trading as The Angry Inch has filed an application with the ABC board to change its license from a CR (restaurant) to a CT (Tavern),

Whereas, the establishment falls within the boundaries of Advisory Neighborhood Commission 1C (ANC 1C), and

Whereas, the establishment lies within the membership boundaries of the Kalorama Citizens Association (KCA), and KCA has members living within the affected area, and

Whereas, this is a matter of concern for ANC 1C and the KCA due to the absence of a clear or statutory requirement for a "Tavern" to serve any measurable amount of food,

Now, Therefore Be it Resolved that ANC 1C and the KCA agree to the proposed change in License Class from CR-01 to CT-01, provided the Applicant, The Angry Inch, 2450 18th St. NW, Washington, Application No. 21298, License No. 60498, abides by the following conditions:

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

1. Operation.

The Protestant-parties agree to the change of license class from CR to CT. The Applicant agrees to be in compliance with the conditions listed below.

The Applicant shall make a good faith effort to sell and serve food. For purposes of this agreement, a "good faith effort" to sell or serve food shall be met if the Applicant:

- (1) Maintains a kitchen, kitchen staff, and the supplies and equipment necessary for the daily preparation and service of prepared food menu items other than snack food, (for example, appetizers, soups, salads, sandwiches, entrees, desserts, etc.). For purposes of this section, "snack food" is defined as items such as: peanuts, popcorn, potato chips, pretzels, etc.;
- (2) Is open from at least 6 p.m. to 11:30 p.m. for the service of dinner to the

public either: (a) a minimum of five (5) days per week or (b) a minimum of four (4) days per week with the service of brunch for a minimum of four (4) hours on a Saturday or a Sunday;

- (3) Continues to keep and maintain, while licensed as a tavern, the same books and records required to be kept by restaurants and hotels pursuant to D.C. Official Code §25-113(J)(3)(A) (2004); and
- (4) Is in compliance with at least three (3) of the following four (4) criteria:
 - (a) The Applicant has gross annual food sales of at least \$1,200.00* per occupant (as determined by the establishment's Board-approved certificate of occupancy);
 - (b) The Applicant offers food service until at least two (2) hours prior to closing;
 - (c) The Applicant promotes food sales inside of the establishment by offering menus to seated patrons, and through the use of a sandwich board or menu displays at tables featuring food items with no drink specials; and
 - (d) The Applicant's exterior advertising to the public emphasizes food and does not primarily advertise drink specials.

If the Protestants are not satisfied that the Applicant is in compliance with paragraphs (1), (2), or (3) of this section, the Protestants may petition the Board, after six (6) months from the date of the Board's order approving the agreement, for a show cause hearing.

If the Protestants are not satisfied that the Applicant is in compliance with paragraph (4) of this section, the Protestants may petition the Board, after one year from the date of the Board's order approving the agreement, for a show cause hearing.

2. Hours

The approved hours of operation are:

Sunday-Thursday: 11:00 am-2:00 am
Friday & Saturday: 11:00 am-3:00 am

As of the date of the execution of this agreement, the Applicant intends to open at 6:00 pm each day of operation.

The parties agree that the Applicant may open, at the Applicant's discretion, at any time between 11:00 am and 6:00pm but under no circumstances will open to the public later than 6:00 pm each day of operation.

Last call will be announced ½ hour prior to closing, each night of operation.

3. Seating

Interior seating capacity: Seating will not exceed the seating capacity as specified in the Certificate of Occupancy or as DC law allows: 75 seats.

4. Noise/Music/Dancing

Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

- a) 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 D.C. Official Code §25-725 (2001). Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20DCMR, Chapters 27 and 28, as amended.
- b) 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.
- c) Music from inside will not be audible at surrounding residential housing areas.
- d) Applicant agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects loud sound into the public space.
- e) There will be no live music performed in the establishment.
- f) *Applicant is permitted to have a disc jockey playing music on Thursday until 1:15 a.m. and Friday and Saturday until 2:15 a.m. as well as up to 15 special occasions a calendar year. Applicant agrees to keep a log of all special occasions that will be available for review upon request. For the purposes of this agreement, a disc jockey may be a member of the establishment's staff or an outside contractor that is not advertised or promoted to the public.*
- g) *Applicant agrees to maintain regular food service during the hours the disc jockey is playing.*
- h) *Applicant agrees that there will be no cover charge at the establishment.*

5. Trash/garbage/rodents.

- a) 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.

b) Applicant agrees to segregate and recycle bottles, cardboard, 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 11:00pm and 8:00am.

6. 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 grease and fatty oils from the establishment.

7. 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) Applicant agrees not to apply for a CN license.

8. Bar/Pub/Club Crawls

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

9. 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.

10. Modification

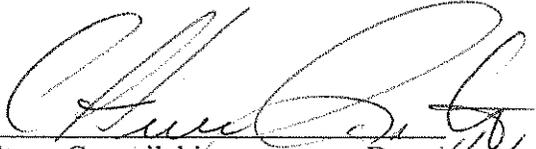
This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. If Applicant desires to modify the terms of this Agreement, then prior to implementing the changes, Applicant shall receive written agreement from ANC 1C after a majority of Commissioners shall have voted in favor of changes at a full public meeting, a quorum being present.

11. 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.

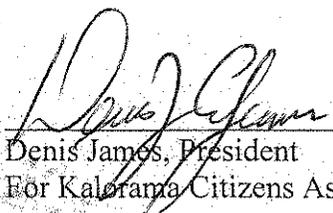
12. Withdrawal of Protest

- a) Protestants agree to the change of the license and the withdrawal of their protests *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 Cooperative Agreement.
- b) Applicant agrees to abide by all sections of D.C. law and regulation with regard to "Taverns." Applicant agrees to maintain the interior seating, in tables, chairs, and bar-stools in or about the same proportion as exists as of the date of this agreement.
- c) All prior voluntary or cooperative agreements between the protestant parties and the Applicant are hereby rescinded.


 Steve Georgilakis Date 4/10/07
 For Adams Morgan Partners

 4/4/07
 M. Mindy Moretti, Vice Chair Date
 For ANC1C

 4/11/07
 Leo Vondas Date
 For Adams Partners

 4.4.2007
 Denis James, President Date
 For Kalorama Citizens Association