

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

<u>In the Matter of:</u>	)	
	)	
JJA, Inc., LLC	)	
t/a Asylum	)	
	)	
Substantial Change Application of a	)	License No. 25101
Retailer's Class CR License	)	Case No. 30013-06/109P
at premises	)	Order No. 2007-061
2471 18 <sup>th</sup> Street, N.W.	)	
Washington, D.C.	)	
	)	

JJA, Inc. t/a Asylum, Applicant

Bryan Weaver, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 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**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**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 Substantial Change Application of a Retailer's Class CR-02 License to a CT-02, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on August 2, 2006, in accordance with D.C. Official Code § 25-601 (2001). Alan Roth, former Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1C, and Denis James, President, on behalf of the Kalorama Citizens Association, 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 Agreement, dated May 2, 2007, the Protestant has agreed to withdraw the 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.

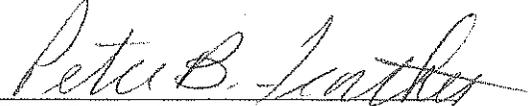
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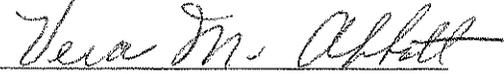
Accordingly, it is this 18th day of July 2007, **ORDERED** that:

1. The protest of ANC 1C and Kalaroma Citizens Association is **WITHDRAWN**;
2. The Substantial Change Application of JJA Inc., t/a Asylum, 2471 18<sup>th</sup> Street, N.W., Washington, D.C., of a Class "CR" Retailer's License to a Class "CT" 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 Protestants and the Applicant.

JJA, Inc.  
t/a Asylum  
License No. 25101  
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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  
Substantial Change of License for Sale of Alcoholic Beverages**

This agreement, entered into the 2 day of May, 2007 is by and between JJA, Inc., t/a Asylum (hereinafter the "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC1C") and the Kalorama Citizens Association (herein after the KCA), hereinafter the "Parties", and

**Whereas**, the Applicant has filed an Application (No. 30013) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the substantial change of Class CR-02 License (No. 25101) to a CT-02 License, located at 2471 18<sup>th</sup> Street, NW, Washington, D.C., and

**Whereas**, the establishment falls with in the boundaries of Advisory Neighborhood Commission 1C (ANC 1C), and the membership boundaries of the KCA, 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, and

Whereas, in recognition of the Board's policy of encouraging parties to settle their differences by reaching Cooperative Agreements, the Parties hereto desire to enter into a Cooperative Agreement whereby (1) Applicant will agree to adopt certain measures to address ANC1C's and the KCA's concerns and to include this Agreement as a formal condition of it Application, and (2) ANC1C and the KCA will agree to the approval of the application provided that such Agreement is incorporated into the Board's order approving such application, which order is thereby conditioned upon compliance with such Agreement, and

Whereas Applicant has recently taken or intends to take certain measures designated to ameliorate ANC1C's and the KCA's concerns.

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

**1. Operation.**

*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 waitstaff (which may include bartenders who serve food to patrons), 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.; and*

NOTICE TO THE PUBLIC  
2007 SEASONS OF CHANGE  
THE DISTRICT OF COLUMBIA

- (2) *Be open from at least 6 p.m. to 11:30 p.m. daily for the service of prepared food menu items; Serve brunch for a minimum of four (4) hours on Saturdays and Sundays; and on other days when the establishment is open prior to 6 p.m. service of prepared food menu items shall be available to patrons; and*
- (3) *The Applicant has gross annual food sales of at least \$1,350 per occupant (as determined by the establishment's Board-approved certificate of occupancy of 110 occupants*
- (4) *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*
- (5) *The Applicant offers food service until at least two (2) hours prior to closing;*
- (6) *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*
- (7) *The Applicant's exterior advertising to the public emphasizes food and does not primarily advertise drink specials.*

## **2. Hours**

The approved hours of operation are:

Sunday-Thursday: 9:00 am-2:00 am  
Friday & Saturday: 9:00 am-3:00 am.

*The parties agree that the Applicant may open, at the Applicant's discretion, at any time between 9:00 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**

Seating capacity will not exceed:  
Interior tables, chairs and bar: 110 seats  
(50 seats in the basement and 62 on the first floor).

Inside capacity will not exceed: 110

#### 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 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) The Parties agree that any live music performances will be for the benefit and enjoyment of the establishments' dining and bar patrons. *The applicant may charge a cover charge up to two times per week on the first floor only. In the case of New Year's Eve and special events, the cover charge may pertain to the entire establishment.*

f) The Parties agree that in the routine operation of the establishment the regular presentation of live music performances will end no later than 12:30 a.m. This section does not apply to New Year's Eve, on which date any live music performance shall end ONE HOUR before closing time. In the case of special events or private parties, any live music performances will end no later than 1:30 a.m. *Applicant agrees to keep a log of special events and private parties that feature live music, and to make it available to MPD and ABRA officials upon request.*

g) There will be no designated dance area. *Applicant will not advertise the establishment as a place where dancing is featured, nor encourage dancing.*

#### 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. *Applicant agrees to recycle bottles, cans and cardboard in accordance with D.C. Law 7-226.*

#### **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 8:00 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**

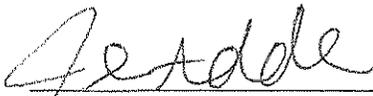
In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations. Further, nothing in this agreement shall preclude the ANC from filing an objection to any request by the applicant to the Board of Zoning Adjustment.

**12. Availability of Voluntary Agreement**

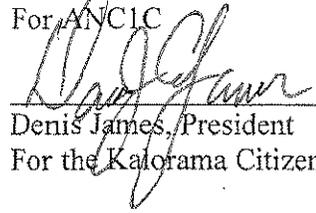
Applicant agrees to keep available at all times a copy of this agreement at the establishment and to familiarize all employees with its conditions.

**13. 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.

 5/7/07  
 John Andrade Date  
 For JJA, Inc.

 5/2/07  
 M. Mindy Moretti, Vice Chair Date  
 For ANC1C

 5.2.2007  
 Denis James, President Date  
 For the Kalorama Citizens Assoc.