THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Sweet Mango Café Corporation	)	
t/a Sweet Mango Café	)	
	)	
Holder of a	)	
Retailer's Class CR License	)	License No. ABRA-072512
	)	Order No. 2014-264
at premises	)	
3701 New Hampshire Avenue, N.W.	)	
Washington, D.C. 20010	)	
	)	

Sweet Mango Café Corporation, t/a Sweet Mango Café (Licensee)

Marcus Hedrick, President, United Neighborhood Coalition

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Sweet Mango Café Corporation, t/a Sweet Mango Café, and United Neighborhood Coalition have entered into a Settlement Agreement (Agreement), dated May 30, 2013, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Marcus Hedrick, on behalf of United Neighborhood Coalition, are signatories to the Agreement.

Accordingly, it is this 25th day of June, 2014, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

   Section 5 (Floors Utilized and Occupancy) – The following sentence shall be modified to read as follows: "The Establishment will have no more patrons than are permissible by code and Fire regulations."

   Section 7(b) (Music/Dancing/Entertainment) – The first part of the lead sentence shall be modified to read as follows: "Applicant acknowledges familiarity with and will comply with all noise-control provisions District of Columbia laws and regulations, including D.C. Official Code §25-725."

   Section 7(f) (Music/Dancing/Entertainment) – This Subsection shall be removed.

   Section 11 (Licensee Ownership and Compliance with ABRA Regulations) – The following verbiage shall be removed: "...and agrees that the Citizens Association shall have standing to ask the ABC Board to enforce any violations of the agreement."

   Section 14 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: "Failure to cure within thirty (30) calendar days (or, with respect to a breach which reasonably requires more than thirty (30) days to cure, fails to commence cure of such breach and diligently pursue such cure) shall constitute a cause for filing a complaint with the Board pursuant to D.C. Official Code §25-446(e)."

   Section 14 – The following sentence shall be modified to read as follows: "Unless otherwise noted above, any notices may be sent electronically or hand delivered to the other parties to this Agreement at the following addresses."

   Add new Section 15 (Modification) – This new Section shall read as follows: "Except as provided in D.C. Official Code §25-446(d)(2), this Agreement can be modified only by mutual agreement of the parties and approval of the ABC Board."

   The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Licensee and Marcus Hedrick, on behalf of United Neighborhood Coalition.

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

Nick Alberti, Member

Donald Brooks, Member

Herman Jones, Member

Mike Silverstein, Member

Hector Rodriguez, Member

James Short, Member

Pursuant to D.C. Official Code § 25-433, 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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 30th day of May 2013 by and between Sweet Mango Corporation t/a Sweet Mango Café ("Applicant") and the United Neighborhood Coalition ("Citizens Association"), (collectively, the "Parties").

W I T N E S S E T H

WHEREAS, Applicant has applied for renewal of a License Class CR for a business establishment ("Establishment") located at 3701-07 New Hampshire Avenue, N.W., Washington, D.C. ("Premises");

WHEREAS, The Coalition is a duly constituted citizens association and party to an existing agreement with the Applicant, received by ABRA May 10th, 2004, in regards to Case No. 33077-04/09P 2004-.

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to replace the existing agreement with respect to the Parties. .

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.

2. ***Previous Settlement Agreements.*** This Settlement Agreement replaces all previous Settlement Agreements between the parties.

3. ***Nature of the Business.*** The Applicant will manage and operate a restaurant with an emphasis on food and a variety of live entertainment as noted below. Any change from this model shall be considered by both Parties to be of great concern to residents and requires prior approval by the ABC Board.

4. ***Hours of Operation and Sales.***

The Applicant's hours of operation shall be as follows:

Sunday through Thursday 8:00 a.m.– 12:00 a.m.,
Friday and Saturday 8:00 a.m. – 2:00 a.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday through Thursday 11:00 a.m. – 12:00 a.m.,
Friday and Saturday 11:00 a.m. – 2:00 a.m.

On special occasions the establishment may stay open later if permissible by DC law or ABRA.

5. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the 1st and 2nd floors of the building, and basement. The Establishment will have no more than are permissible by code and Fire regulations.

6. ***Parking.*** It is a principal concern of the Citizens Association that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC(s) boundaries. The Applicant agrees to inform patrons that parking is limited and encourage such patrons to use public transportation. The Applicant will also post signage requesting that patrons refrain from double parking and parking in no parking zones.

7. ***Music / Dancing / Entertainment:***

a. Applicant may offer facilities for dancing and/or entertainment for patrons only with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecorded music.

b. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible outside 10 feet of the property. Applicant agrees to implement sound suppression measures that will mitigate any noise from this restaurant that may be heard outside 10 feet of the property, including keeping its doors and windows closed when music is being played at the establishment

c. Applicant shall configure any and all speaker systems such as to minimize sound from being heard outside the premises.

d. The parties agree to cooperate in conducting noise level checks to assure compliance with this subsection. In the event there shall be a violation of this subsection, Applicant shall take all steps necessary to prevent the repetition of such violation

e. The Applicant will notify performers of the terms of the Entertainment endorsement.

f. The Applicant's entertainment endorsement must have an ABRA accepted security plan in place

g. The Applicant agrees to post notices notifying patrons and employees to be respectful of the residential area: no littering, no loitering, and no excessive noise.

8. ***Public Space and Trash.*** As the property housing this establishment has no public service alley and all façades abut public space, the maintenance of trash is of particular importance to the neighbors.

a. During business hours of operation, Applicant shall keep the sidewalk (up to and including the curb on both the front and rear of the property), tree box(es), and curb clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.

b. 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 to help eliminate the rat population.

c. Applicant shall provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

d. Applicant will act to ensure any drain pipe releasing food and water is permanently sealed.

e. Applicant will not power wash cooking equipment on the side walk.

9. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.

10. ***Safety and Security.*** Applicant will file with the ABC Board a Security Plan and provide Citizens Association with a copy, as noted in section 6(f) above. Applicant also agrees to post no loitering signs at the Premises to discourage loitering.

11. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to the Citizens Association that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that the Citizens Association shall have standing to ask the ABC Board to enforce any violations of the agreement.

12. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Citizens Association, and the community for which the ANC(s) acts.

13. ***Binding Effect.*** This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies.

14. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant:
Sweet Mango Corporation
3701-07 New Hampshire Avenue, NW
Washington, DC, 20010
Attn: Reginald James
(202) 785-5442

If to Citzens Association:
United Neighborhood Coalition
3650 Park Place NW
Washington DC, 20010
Attn: Marcus Hedrick, President, UNC
Lauri Hafvenstein Registered Agent, UNC
(202) 450-3871

Park View UNC Settlement Agreement: Sweet Mango Café (2013)
3701-07 New Hampshire Avenue, NW

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

COALITION:

President Marcus Hedrick
United Neighborhood Coalition

APPLICANT:

Sweet Mango Corporation
T/A Sweet Mango Café
Reginald James/Owner

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Sweet Mango Café Corporation t/a Sweet Mango Café		
Holder of a Retailer's Class CR License	License No. Order No.	ABRA-072512 2013-451
at premises 3701 New Hampshire Avenue, N.W. Washington, D.C. 20010		

Sweet Mango Café Corporation, t/a Sweet Mango Café (Licensee)

Thomas Boisvert, Chairperson, Advisory Neighborhood Commission (ANC) 1A

Janet Myers, Chairperson, Advisory Neighborhood Commission (ANC) 4C

David Dzidzienyo, on behalf of Petworth Action Committee

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Sweet Mango Café Corporation, t/a Sweet Mango Café, (Licensee), ANC 1A, ANC 4C, and Petworth Action Committee have entered into a Settlement Agreement (Agreement), dated May 8, 2013, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson Thomas Boisvert, on behalf of ANC 1A; Chairperson Janet Myers, on behalf of ANC 4C; and David Dzidzienyo, on behalf of Petworth Action Committee, are signatories to the Agreement.

Accordingly, it is this 16th day of October, 2013, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

   > Section 14 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: "The parties agree that if reasonable discussions of violations are not resolved then any failure of the Applicant to adhere to the foregoing commitments would constitute a breach of this agreement and grounds for the Residents to file a complaint with the ABC Board, as provided by the D.C. Regulations."

   The parties have agreed to this modification.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and

3. Copies of this Order shall be sent to the Licensee, ANC 1A, ANC 4C, and David Dzidzienyo, on behalf of Petworth Action Committee.

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

Nick Alberti, Member

Donald Brooks, Member

Mike Silverstein, Member

Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, 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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 8th day of May 2013 by and between Sweet Mango Corporation t/a Sweet Mango Café ("Applicant"), Advisory Neighborhood Commission 1A ("Protestant"), Advisory Neighborhood Commission 4C ("Protestant"), and Petworth Action Committee ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for renewal of a License Class CR for a business establishment ("Establishment") located at 3701-07 New Hampshire Avenue, N.W., Washington, D.C. ("Premises");

WHEREAS, Protestant is Advisory Neighborhood Commission 1A, who filed a timely protest (the "Protest") against the renewal of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.

2. ***Previous Settlement Agreements.*** This Settlement Agreement replaces all previous Settlement Agreements.

3. ***Nature of the Business.*** The Applicant will manage and operate a restaurant with an emphasis on food and a variety of live entertainment as noted below. Any change from this model shall be considered by both Parties to be of great concern to residents and requires prior approval by the ABC Board.

Rec. 6/20/13
SDF

4. ***Hours of Operation and Sales.***

The Applicant's hours of operation shall be as follows:

Sunday through Thursday 8:00 a.m.– 2:00 a.m.,
Friday and Saturday 8:00 a.m. – 3:00 a.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday through Thursday 11:00 a.m. – 2:00 a.m.,
Friday and Saturday 11:00 a.m. – 3:00 a.m.

On special occasions the establishment may stay open later if permissible by DC law or ABRA.

5. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the 1st and 2nd floors of the building, and basement. The Establishment will have no more than are permissible by code and Fire regulations.

6. ***Parking.*** It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC(s) boundaries. The Applicant agrees to inform patrons that parking is limited and encourage such patrons to use public transportation. The Applicant will also post signage requesting that patrons refrain from double parking and parking in no parking zones.

7. ***Music / Dancing / Entertainment:***

a. Applicant may offer facilities for dancing and/or entertainment for patrons only with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecorded music.

b. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant agrees to implement sound suppression measures that will mitigate any noise from this restaurant that may be heard in surrounding resident's homes, including keeping its doors and windows closed when music is being played at the establishment

c. Applicant shall configure any and all speaker systems such as to minimize sound

from being heard outside the premises.

d. The parties agree to cooperate in conducting noise level checks to assure compliance with this subsection. In the event there shall be a violation of this subsection, Applicant shall take all steps necessary to prevent the repetition of such violation

e. The Applicant will notify performers of the terms of the Entertainment endorsement.

f. The Applicant's entertainment endorsement must have an ABRA accepted security plan in place

g. The Applicant agrees to post notices notifying patrons and employees to be respectful of the residential area: no littering, no loitering, and no excessive noise.

8. ***Public Space and Trash.*** As the property housing this establishment has no public service alley and all façades abut public space, the maintenance of trash is of particular importance to the neighbors.

a. During business hours of operation, Applicant shall keep the sidewalk (up to and including the curb on both the front and rear of the property), tree box(es), and curb clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.

b. 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 to help eliminate the rat population.

c. Applicant shall provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

9. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.

10. ***Safety and Security.*** Applicant will file with the ABC Board a Security Plan and provide Protestants with a copy, as noted in section 6(f) above. Applicant also agrees to post no

loitering signs at the Premises to discourage loitering.

11. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.

12. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC(s) acts.

13. ***Binding Effect.*** This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies.

14. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant:
Sweet Mango Corporation
3701-07 New Hampshire Avenue, NW
Washington, DC, 20010
Attn: Reginald James
(202) 785-5442

If to Protestants:
Advisory Neighborhood Commission 1A
1380 Monroe Street, NW, #103
Washington, DC, 20010
Attn: Thomas Boisvert, Chairman
202- 670-3516

AND

Advisory Neighborhood Commission 4C
P.O. Box 60847
Washington, DC 20039-0847
Attn: Joseph Vaughan, Chairman
202-550-1081

Failure to give notice shall not constitute waiver or acquiescence to the violation, but

notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

15. ***Withdrawal of Protest.*** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

Chairman, ANC 1A
Thomas Bolsvert

Chairman, ANC 4C
Janet Myers

Petworth Action Committee
David Dzidzienyo

APPLICANT:

Sweet Mango Corporation
TA Sweet Mango Café
Reginald James/Owner

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Sweet Mango Corporation	)	
t/a Sweet Mango Café	)	
	)	
Application for a Retailer's Class	)	Case No. 33077-04/009P
CR License – new	)	2004-
at premises	)	
3701-07 New Hampshire Ave., NW	)	
Washington, D.C.	)	
	)	

Councilmember Adrian Fenty, Councilmember Jim Graham, Timothy Jones, Chairperson, on behalf of the Advisory Neighborhood Commission 3C, and Andrew McGilvray, Designated Representative for Protestants

Andrea Bagwell, Esquire, on behalf of Applicant

Reginald James, President, on behalf of Applicant

BEFORE: Charles A. Burger, Chairperson
Vera Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

The application, having been protested, came before the Board on December 17, 2003, in accordance with D.C. Official Code §25-601 (2000 Edition). The following persons filed protests and/or initiated the referendum process in a timely manner: Councilmember Adrian Fenty, Councilmember Jim Graham, Timothy A. Jones, Chairperson, on behalf of the Advisory Neighborhood Comission 4C, Andrew McGilvray, Yvette G. Wilson,, Adrian Wilson, Vernelle C. Weldon, Cynthia Weldon, Nicole S. Greene, Mitzie Smith-Mack, Howard Mayo, Kaneia Mayo, Gaynell Mayo, Aminta Cabrera, Gonzalo Cabrera, Brian Haugh, Brian Gockel, and Jennifer Disney.

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 May 8, 2004, the protestants have agreed to withdraw the protest and the referendum, 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 21st day of July 2004, **ORDERED** that:

1. The opposition of Councilmember Adrian Fenty, Councilmember Jim Graham, Timothy Jones, Chairperson on behalf of the Advisory Neighborhood Commission 3C, and Andrew McGilvray, Designated Representative for Protestants, is **WITHDRAWN**;

2. The application of Sweet Mango Corporation t/a Sweet Mango Café for a Retailer's Class CR License (new) at 3701 - 3707 New Hampshire Ave., N.W., Washington, D.C. is **GRANTED**;

3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Protestants, the Attorney for the Applicant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board

Charles A. Burger, Chairperson

Vera Abbott, Member

Judy A. Moy, Member

Audrey E. Thompson, Member

Peter B. Feather, Member

A-A 5/10/04
rec'd. by/s byrd

VOLUNTARY AGREEMENT BETWEEN SWEET MANGO CAFÉ CORPORATION, T/A SWEET MANGO CAFÉ, ADVISORY NEIGHBORHOOD COMMISSIONER FOR SINGLE-MEMBER DISTRICT 4C08, THE UNITED NEIGHBORHOOD COALITION, AND THE PETWORTH ACTION COMMITTEE

Whereas, Sweet Mango Café Corporation, t/a Sweet Mango Café ("Applicant") has applied for a new Alcoholic Beverage Control (ABC) Class C/R license for the premises located at 3701-3707 New Hampshire Ave. NW, Washington, DC;

Whereas, the Advisory Neighborhood Commissioner for Single Member District 4C08 ("ANC 4C08"), the United Neighborhood Coalition ("UNC"), and the Petworth Action Committee ("PAC") have filed protests to the license application or otherwise objected to the license application; and

Whereas, the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment and cooperative efforts of the Applicant, ANC 4C08, UNC, and PAC.

Now, therefore, in consideration of the agreements set forth herein, ANC 4C08, UNC, and PAC agree to withdraw their protests or objections, and Applicant agrees to comply with the terms of the agreement as set for hereinafter.

Further, all the parties agree to participate in an on-going structured process of consultation to identify and resolve problems. Protest of District of Columbia Alcoholic Beverage Control Board (hereinafter referred to as "Board") actions is viewed as a last resort.

Applicant agrees:

A. Applicant will comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class C license to which this agreement applies, as applied for and approved by the District of Columbia in the name of the Applicant.

B. Applicant, its officers and employees will cooperate immediately and fully with ANC 4C08, UNC, and PAC to address any alleged violation of the laws and regulations referred to in Provision A above and in any request that the appropriate enforcement agency investigate an alleged violation.

C. Applicant will notify ANC 4C08, UNC, and PAC of any application to transfer the license when filing such application with the ABC Board.

D. Applicant will operate only between the hours of 8:00 a.m. and 12:00 a.m. (midnight) for Sunday through Thursday operations, and 8:00 a.m. through 2:00 a.m. for Friday and Saturday operations. Applicant agrees that all sales

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rec'd by Sloyd

and food or beverage service will cease at the end of the agreed-upon operating hours each day, and that all customers will leave the establishment within one hour of the end of the agreed-upon operating hours.

E. Applicant agrees to restrict its hours for sale or service of alcoholic beverages as follows:

a) no alcoholic beverage may be sold or served prior to 11:00 a.m. on any day; and

b) no alcoholic beverage may be sold or served after the end of the hours of operation established in this agreement (i.e., after 12:00 a.m. (midnight) for Sunday through Thursday operations, and after 2:00 a.m. for Friday and Saturday operations).

F. Applicant agrees that Applicant's employees will make announcements to all of Applicant's patrons asking said patrons to be quiet and respectful of the neighborhood (i.e., limiting the noise they create) after leaving Applicant's establishment. Applicant's employees will make these announcements at least hourly through the time when the last customer departs the establishment beginning at 10:00 p.m. Sunday through Thursday, and beginning at 11:00 p.m. Friday and Saturday.

G. Applicant will not have daytime or early evening periods when alcoholic beverages are offered at special (reduced) prices.

H. Applicant agrees to the following provisions to eliminate loitering:

a) Applicant will prominently place "No Loitering" signs outside of the establishment;

b) Applicant agrees that Applicant will provide adequate and appropriate security on Applicant's premises. In addition, Applicant or Applicant's employees will tell all loiterers outside the establishment (including on public space between the Applicant's property and New Hampshire Avenue or Rock Creek Church Road) to leave immediately;

c) Applicant or Applicant's personnel must call the Metropolitan Police Department (MPD) immediately in that event that loiterers (as described in section (b) above) refuse to move on, or in the event that any criminal activity is observed (the Applicant's employees must call MPD immediately in these circumstances if the security service's personnel fail to do so); and

I. In the interest of enhancing public health, Applicant agrees to maintain trash, garbage, and recycling-material storage facilities in which all containers have

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lids which are kept securely closed and locked at all times (the sole allowable exception will be the brief periods when trash, garbage, or recycling materials are actively being placed in or removed from the containers). Said state of being "securely closed and locked" means that containers will be impenetrable by any types of vermin or pests (including rats) or by passers-by unassociated with the establishment. The aforementioned containers will be sufficient to contain all trash, garbage, and recycling material generated by the establishment. Applicant will ensure that trash, garbage, and recycling materials are removed at least three times per week, and only during hours between 8:00 a.m. and 9:00 p.m.

J. In the interests of public health and of good order, personnel employed by the Applicant will instruct all carry-out food customers not to leave any type of litter or trash along the adjacent streets where the customers' vehicles may be parked.

K. Also in the interests of public health and of good order, personnel employed by, or on behalf of, the Applicant will thoroughly clean up all litter and debris in its "immediate environs." Immediate environs for this purpose is defined as all property used by the Applicant to conduct its business, whether part of the premises or not. In order to keep its immediate environs free of litter and debris attributable largely to Applicant's operations, Applicant's personnel will thoroughly clean up all litter and debris on Applicant's premises and the adjacent properties and on all sidewalk and curb areas along both sides of Rock Creek Church Road from Georgia Avenue to Eighth Street, NW. This thorough clean up of litter and debris will take place by 12:00 p.m. (i.e., noon) on a daily basis (the only exception being days when Applicant is not open for business).

L. In the interest of enhanced security, all sides of the Applicant's building(s) will be fully illuminated every night continuously from dusk until daybreak. For this purpose, "fully illuminated" means that electric lighting will be used which is sufficient to make individuals' identities readily discernable to passers-by at a distance of at least 30 feet. In illuminating the various sides of its building(s), the Applicant will also ensure that its security lights (or other bright lights) are shielded in such a way as not to shine directly into windows of any nearby residences.

M. Applicant agrees that the only live musical entertainment permitted in the establishment shall be non-amplified music (such as a "steel band player"), and that performance of such music shall be limited to Friday and Saturday nights. Applicant further agrees that neither entertainment by any type of disc-jockey (commonly referred to as a "DJ") nor dancing will be permitted in the establishment, including in the basement and in the outdoor areas (roof deck, possible future sidewalk cafe). This prohibition extends to all events, including "private" parties. The sole exception is that dancing will be

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allowable between 12:00 p.m. (noon) and 10:00 p.m. on Sunday through Thursday and between 12:00 p.m. (noon) and 12:00 (Midnight) on Friday and Saturday at private parties (e.g., wedding receptions). In the case of such an exception, Applicant agrees to provide in a timely manner upon request by ANC 4C08, UNC or PAC written proof of the event in question being a bona fide private party (e.g., contract between the Applicant and the individual or group hosting the private party). As further clarification, private party will mean an event that is not open to members of the general public who "walk up" to the event.

N. Applicant agrees that playing of music not prohibited by any other section of this agreement will be limited in such a way as to keep the volume level such that the music will be inaudible inside any nearby residence, or on any such residence's front porch. This provision is applicable to all playing of music, including in the basement and in the outdoor areas (roof deck, possible future sidewalk cafe). The only allowable exception will be for very brief periods when an exterior door on Applicant's establishment may be open to allow ingress or egress. However, even in such an exception, Applicant's music may not be audible inside any nearby residence which has its windows closed.

O. Applicant agrees that operation of its outdoor spaces (roof deck) will be limited in such a way as to shut down at 10:00 p.m. Sunday through Thursday, and to shut down at 12:00 (Midnight) on Friday and Saturday. For purposes of this section, "shut down" means that no customers will be permitted to remain for any reason in the outdoor area beyond the stated times, even if said customers are no longer being served. In addition, Applicant's employees will work to complete clean-up operations in outdoor areas as quickly as possible once customers have vacated said areas pursuant to the time restrictions of this provision.

P. Applicant recognizes that its proposed operations pose a significant challenge regarding evening parking in adjacent areas. As a result:

a) Applicant will advertise to its patrons that parking is limited and encourage such patrons to use public transportation. The Applicant agrees to provide the community with written confirmation of attempts to secure valet parking and the price, process, insurance liability, and status of such negotiation within three months of the approval of this Agreement by the Board; and

b) Applicant agrees that, within six months of commencement of alcoholic-beverage service operations, applicant will provide valet parking for all customers seeking on-premises consumption from 6:30 p.m. to closing nightly. Cars parked by Applicant's valet-parking service may only be placed off-street in a privately owned lot, and Applicant will ensure that appropriate

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measures have been taken regarding liability insurance, and the availability of valet parking will be made known to its customers by a large sign stating "VALET PARKING" on both sides.

ANC 4C08, UNC, and PAC agree:

1. ANC 4C08, UNC, and PAC will support Applicant's ABC license application in consideration of agreement to these provisions.

2. Upon issuance by the ABC Board of a Class C license to which this agreement is attached, ANC 4C08, UNC, and PAC will take steps to make community residents aware of Applicant's establishment and its new status in the neighborhood.

3. ANC 4C08, UNC, and PAC will meet with the Applicant at Applicant's request to discuss and resolve matters of mutual concern.

4. ANC 4C08, UNC, and PAC recognize that this agreement's prohibition on dancing is generally focused on organized, widespread, or group dancing activities at Applicant's establishment. As such, the provision(s) prohibiting or restricting dancing will not be construed in such a way as to make applicant liable for occasional, spontaneous acts of limited duration by a few individuals whose enjoyment of Applicant's pre-recorded music may inspire them to move to the rhythm of the music within Applicant's establishment.

5. ANC 4C08, UNC, and PAC agree to revisit this agreement upon request from the Applicant. The first such request will come no earlier than three months after the start of the Applicant's alcoholic beverage service operations. Subsequent requests may come at any time.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year stated below:

For Sweet Mango Cafe Corporation:

Reginald Jamal

Date: May 04 08

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For the Petworth Action Committee:

Date: 5-8-04

Advisory Neighborhood Commissioner for
Single-Member District 4C08:

Date: 5/8/04

For the United Neighborhood Coalition:

Date: 5/8/2004