

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

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In the Matter of:)	
9 th Street Restaurants)	
t/a Louis Rogue)	
)	Case No. 22593-08/035P
Application to renew its)	License No. 6372
Retailer's Class "CN" License)	Order No. 2008-0244
at premises)	
476 K Street, N.W.)	
Washington, D.C.)	
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9th Street Restaurants t/a Louis Rogue, Applicant

Karen Wirt, Chairperson, and Keith Silver and Charley Docter, on behalf of Advisory Neighborhood Commission 6C; and Miles Groves, Downtown Neighborhood Association, Protestants

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application filed by 9th Street Restaurants t/a Louis Rogue (Applicant), to renew its Retailer's Class CN License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on January 9, 2008 in accordance with D.C. Official Code § 25-601 (2001). Karen Wirt, Chairperson on behalf of Advisory Neighborhood Commission (ANC) 6C filed timely opposition by letter dated December 17, 2007. The Downtown Neighborhood Association also filed timely opposition by letter.

The official records of the Board reflect that the Applicant and the Protestants have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated July 9, 2008, the Protestants have agreed to withdraw their protest, provided, however, the Board's approval of the pending Application is conditioned upon the Licensee's continuing compliance with the terms of the Voluntary Agreement.

9th Street Restaurants
t/a Louis Rogue
License No. 6374
Case No. 22593-08/035P
Page Two

Accordingly, it is this 31st day of July 2008, **ORDERED** that:

1. The protests of ANC 6C and the Downtown Neighborhood Association are **WITHDRAWN**;

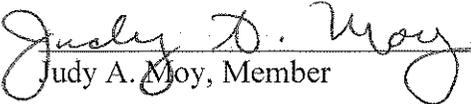
2. The Application filed by 9th Street Restaurants t/a Louis Rogue to renew its Retailers Class CN License at 476 K Street, N.W., Washington, D.C., is **GRANTED**;

3. The above-referenced Agreement is **INCORPORATED** as part of this Order;
and

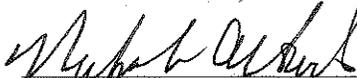
4. Copies of this Order shall be sent to the Protestants and to the Applicant.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson

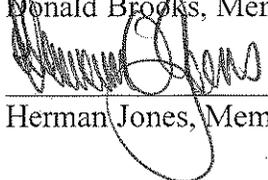

Judy A. Moy, Member

Mital M. Gandhi, Member


Nick Alberti, Member

Charles Brodsky, Member


Donald Brooks, Member


Herman Jones, 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.

Voluntary Agreement

Dated as of July 9, 2008 by and between

9th St. Restaurants, Inc.
ABRA License Number 6372
(Establishment)

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2008 JUL 24 A 9:50

REC'D BY AK

and

Advisory Neighborhood Commission 6C
("ANC 6C")

476 K Street N.W.
2nd Floor
Washington, D. C. 20003
("Premises")

PREAMBLE

This Voluntary Agreement, having been adopted by a vote of a majority of the Commissioners of ANC 6C at a full public meeting, and executed by the Establishment and ANC 6C (the "Parties"), and dated as indicated above, pertains to the application filed with the Alcohol Beverage Regulation Administration on September 4, 2007. Through this Voluntary Agreement, the Parties aim to create an environment whereby the Establishment may operate as a viable contributing business at the Premises in the ANC 6C community, while concurrently curtailing any adverse effects a business such as Establishment's could have on the surrounding neighborhood and residents.

The Establishment agrees to work regularly with the ANC 6C, neighborhood associations and residents to ensure the Premises and Establishment's business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this Voluntary Agreement are reasonable and will be integrated into the day-to-day operation of Establishment's business.

The community and Establishment understand and agree that the requirements imposed upon Establishment as set forth herein are important measures to protect the safety, peace order and quiet of the neighborhood, its residents and businesses.

WITNESSED

Whereas, Establishment's Premises are within the boundaries of ANC 6C;

Whereas, the Parties desire to enter into an agreement governing certain requirements and understandings regarding the Retailer's Class CN Liquor License renewal filed on September 4, 2007, by the Establishment;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Use and Purpose of Premises.** Establishment will continue as a CN Liquor License with live nude entertainment, mechanical amusement devices, pool tables, live entertainment and mechanical and live music.
2. **Public Space Cleanliness and Maintenance.** Establishment will maintain the public space adjacent to

the Premises in a clean and litter-free condition. At a minimum, the area maintained shall include the entirety of the adjacent sidewalk(s) to the Establishment, and the alleyway(s) adjacent to the Premises. Cleanliness and maintenance shall include, but not be limited to:

(a) Picking up and properly disposing of all trash and litter, regardless of the source as needed daily (once immediately before business hours and as needed thereafter during the business day.) The Establishment is paying the additional Mount Vernon Triangle Real Tax for the Mount Vernon Improvement Zone.

(b) Maintaining an enclosed, secured area for all trash and garbage dumpsters adjacent to the Premises.

(c) Ensuring that all trash and garbage is placed only in rodent-proof dumpsters, and that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.

(d) Maintaining regular trash and garbage removal service, regularly removing trash from the trash and dumpster area, and ensuring that the dumpster area remains clean.

(e) Exercising due diligence to prevent and/or rid vermin infestation in and around Establishment, including following, at a minimum, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.

(f) Ensuring prompt removal of snow and ice (including salting as appropriate) from the sidewalk and compliance with all applicable D. C. laws and regulation in this respect.

(g) Planting, watering, weeding and generally maintaining any planters installed or maintained by Establishment adjacent to the Premises.

(h) Promptly removing or painting over any graffiti on the exterior walls of the Premises.

3. Business Operations and Practices-General.

(a) Establishment will not, directly or indirectly, sell or deliver alcohol to any person who appears to be intoxicated to the best of their ability.

(b) Establishment agrees to reasonably ensure that no patron shall:

(i) bring alcohol into the Premises from outside sources; or

(ii) exit the Establishment with alcoholic beverages.

(c) Establishment, and all employees of the Establishment, shall conduct or have employees attend beverage server training not less than once per year, and schedule beverage server training for any new employee.

(d) Establishment shall post a notice kept in good repair and visible from point of entry a sign stating that proper identification is required; Establishment agrees to reasonably check identification prior to serving alcoholic beverages to patrons.

(e) Establishment shall at all times, except certain special events, provide metal utensils and reusable, sturdy plates or bowls in connection with all food served and consumed on the Premises. Take-away purchases are exempt from this requirement. <THIS PROVISION IS FOR ESTABLISHMENTS THAT INCLUDE FOOD SERVICE>

4. Business Operations and Practices-Security.

(a) Establishment will have on the Premises a minimum of one security person but more as needed, whose sole responsibility is monitoring of the peace, order and quiet of the Establishment and its immediate environs.

(b) Establishment shall take all necessary steps to prevent patron rowdiness, including refusing admission and service to, or ejecting rowdy or unruly persons.

(c) Establishment shall make every effort to prohibit and prevent loitering or criminal activity on or adjacent to the Premises, including without limitation calling the Metropolitan Police Department if illegal activity is observed.

5. Business Operation and Practices-Exterior.

(a) Establishment shall not permit and shall actively oppose installation of pay phones outside of the Premises on either Establishment's Premises or in the public space.

(b) Establishment will install and maintain on the exterior of its Premises lighting which shall be in use from dusk until closing during all operating days:

(i) Floodlights sufficient to fully illuminate building;

(ii) floodlights of appropriate brightness to illuminate any adjacent sidewalks.

(c) Establishment shall at all times comply with 20DCMR ~2700 et seq. and 2800 et seq., as amended.

6. Sound, Music, Dancing and Entertainment.

(a) Establishment agrees to ensure that sounds originating from within the Premises are mitigated by installing adequate sound proofing when necessary.

(b) Establishment shall not produce any sound, noise or music of such intensity that may be heard in any premises outside the Premises in accordance with DC Official Code Title 25-725 and or 20 DCMR ~2700 et seq. and 2800 et seq., as amended.

(c) Establishment shall not provide any loudspeakers, television, radios or other means of amplification of sound or speech that are on the exterior of or adjacent to the Premises. The Establishment shall comply with DC Official Code Title 25-725 and 20 DCMR ~2700 et seq. and 2800 et seq., as amended.

(d) Establishment shall not provide any entertainment in any area on or adjacent to the exterior of the Premises, except when individual one-time special event licenses may be issued by DCRA.

(e) "Entertainment" shall encompass live entertainment including nude dancing, live and mechanical music, video games and mechanical amusement devices, pool tables and cd amusement devices.

7. Cooperating with Interested Parties. Establishment agrees to work with ANC 6C, the ABC Board, MPD and the Commissioner for the Single Member District within whose boundaries the Premises are located, on resolving issues preventing the Establishment from fulfilling its obligations under this Voluntary Agreement, including those stated in the Preamble.

8. Modifications. This Voluntary Agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 6C, if Establishment desires to modify the terms of this Voluntary Agreement, the Establishment, prior to implementing the change(s), shall receive written

agreement from ANC 6C after a majority of the Commissioners shall have voted in favor of the changes at a full public meeting. The Establishment's desire to modify and change the Voluntary Agreement shall not be unreasonably withheld by ANC 6C.

9. Miscellaneous.

(a) Establishment shall keep on Premises, a copy of this Voluntary Agreement in the Premises in conjunction with the posting of its alcohol beverage license.

(b) Establishment will operate in compliance with all applicable laws and regulations.

10. Enforcement.

(a) If either party hereto believes in good faith that the Establishment is in violation of this Voluntary Agreement, written notice specifying the alleged violation shall be delivered to the Establishment and the Establishment shall have thirty (30) business days after receipt of such written notice to come into compliance with this Voluntary Agreement or respond to said alleged notice of default.

(b) Establishment and the ANC 6C Commission agree to enter into this Voluntary Agreement and recognize that upon their joint filing of this Voluntary Agreement with the Alcohol Beverage Regulatory Administration this Voluntary Agreement shall be incorporated into the Establishment's License and constitute a part thereof. If the Establishment should breach the conditions of this Voluntary Agreement, it is understood by all parties that the ANC 6C, and/or its committees, or others shall seek mediation within 15 business days of said notice and attempt resolution before petitioning the ABC Board for a "Show Cause" hearing pursuant to 23DCMR 1513.5.

11. Notice

To the extent notice is required to be given to either of the parties it shall be given by the other Party by hand-delivery or certified mail return receipt requested to all officers of the Party listed at the following addresses:

ANC 6C:

Commission Chairperson Karen Wirt
ANC 6C
234 E Street, N. E.
Washington, D. C. 20002

ANC 6C01 Commissioner Keith Silver
901 New Jersey Avenue N. W. #410
Washington, D. C. 20001

Commissioner Mark Dixon
Chairman Licensing Committee ANC 6C
80 New York Avenue N. W.
Washington, D. C. 20001

9th St. Restaurants, Inc. (Establishment)

George Sigalas
9th St. Restaurants, Inc.
476 K Street N. W. 2nd floor
Washington, D. C. 20001

This Voluntary Agreement is binding on the Establishment and all successors, transferees, assigns and management/operating companies of or engaged by Establishment, and will continue in full force and effect for any and all subsequent license holders operating at the Premises.

In witness whereof, the parties, acting through their authorized representatives have signed and sealed this Voluntary Agreement.

Establishment:

Signature: _____



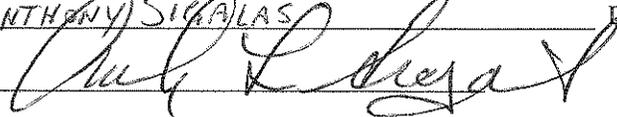
Printed Name: _____

ANTHONY SIGALAS

Date: _____

6/27/08

Title: _____

V.P. 

Advisory Neighborhood Commission 6C Representative:

Signature: _____



Printed Name: _____

KAREN WIRT

Date: _____

7.9.08

Title: _____

ANC 6C CHAIR

ABC Board-License Manager:

Signature: _____

Printed Name: _____

Date: _____