

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

In the Matter of:

Adams Morgan Coffee Shop, Inc.
t/a Adams Morgan Restaurant & Coffee

Applicant for a New
Retailer's Class DR

at premises
2204 18th Street, N.W.
Washington, D.C. 20009

Case No. 16-PRO-00008
License No. ABRA-096611
Order No. 2016-067

Adams Morgan Coffee Shop, Inc., t/a Adams Morgan Restaurant & Coffee (Applicant)

Ted Guthrie, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Adams Morgan Coffee Shop, Inc., t/a Adams Morgan Restaurant & Coffee, for a new Retailer's Class DR License, was protested by ANC 1C and KCA.

The official records of the Board reflect that the Applicant, ANC 1C, and KCA have entered into a Settlement Agreement (Agreement), dated February 4, 2016, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Ted Guthrie, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1C and KCA of this Application.

Accordingly, it is this 11th day of February, 2016, **ORDERED** that:


1. The Application filed by Adams Morgan Coffee Shop, Inc., t/a Adams Morgan Restaurant & Coffee, for a new Retailer's Class DR License, located at 2204 18th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1C and KCA in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 4 (Occupancy) – This Section shall be modified to read as follows:
“Interior capacity will not exceed the twelve (12) seats as specified in the Certificate of Occupancy. The sidewalk café/summer garden seating will not exceed four (4) seats.”


The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

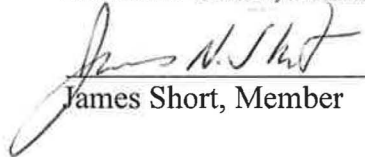
District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


Nick Alberti, Member


Mike Silverstein, Member


Ruthanne Miller, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) 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) (2004).

**NEW SETTLEMENT AGREEMENT CONCERNING
ISSUANCE OF LICENSE FOR ALCOHOLIC BEVERAGES**

NEW AGREEMENT, made this 4 day of February, 2016, by and between Adams Morgan Coffee Shop Inc., t/a Adams Morgan Restaurant & Coffee (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C") and Kalorama Citizens Association (hereinafter "KCA"), witnesseth:

Whereas, Applicant has applied for a Class CR License No. 096611, located at 2204 18th Street, NW, Washington DC,

Whereas, ANC 1C and KCA, have protested issuance of the license,

Whereas, Applicant will agree to adopt certain measures to address the concerns of ANC 1C and KCA, and to include this Agreement as a formal condition of its prospective application for a license, and ANC 1C and KCA agree to the approval of such license provided that this Agreement is incorporated into the Board's Order approving such application, and

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

1. Nature of Establishment

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with cooked food menu items available at all times. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times when the establishment is open for business.

Although the original application was for a CR license, Applicant agrees, as a condition of this Settlement Agreement, to amend that application to seek a DR license (wine and beer only).

2. Entertainment

The parties agree that the restaurant shall feature no entertainment under an Entertainment Endorsement as described at 23 DCMR 1000 1002.4.

3. Hours of Operation

The parties agree that the hours of operation will be:

Sunday through Thursday 7 am- 10 pm

Friday and Saturday 7 am- 11 pm

Sidewalk Cafe/Summer Garden Hours:

Sunday through Thursday 7 am- 10 pm

Friday and Saturday 7 am- 11 pm

It is understood between the parties that the 7 am opening time is not a requirement, but may be used at the discretion of the Applicant.

4. Occupancy

Interior capacity will not exceed the interior seating capacity as specified in the Certificate of Occupancy: 12 seats; sidewalk/summer garden seating will not exceed 4.

5. Noise

Applicant acknowledges familiarity with and agrees to 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 amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. 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 20 DCMR, Chapters 27 and 28, as amended.

b.) The parties further agree that during any time the windows or doors of the premises are open during business hours and music is being played, or a sound amplification device is being employed in the premises, the sound generated from inside the premises shall not be audible beyond the edge of the sidewalk curb. This provision shall not apply to noise heard only when persons are in the act of using the door for ingress to or egress from the premises.

c.) 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 sound into the public space.

d.) Sound from inside will not be audible in surrounding residential housing areas.

6. 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 remains 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 help eliminate the rat population.

b.) Applicant agrees to segregate and recycle bottles and glass refuse from trash and agrees to make all reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the outside trash dumpsters between the hours of 11:00 p.m. and 8:00 a.m.

c.) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

d.) 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.

7. Exterior including public space

a.) Applicant shall assist in the maintenance of the space in front of the establishment to at least 18 inches outward from the curb as needed to keep it 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.

b.) 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 side of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

8. Third Party Events

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.

9. Bar/Pub Crawls

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

10. Consideration of Neighbors

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 p.m. to 7:00 a.m.

11. Modification

This Agreement can be modified by the ABC Board, mutual agreement of all the parties or otherwise as permitted by law, with prior ABC Board approval. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Regulations

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

13. Availability of Settlement Agreement

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

FOR Adams Morgan Coffee Shop Inc.,
Betty Amen, owner

FOR ANC 1C
Ted Guthrie, Commissioner ANC 1C(03)

Allen Siddle 2-4-16
Signature Date

Ted Guthrie 2/4/16
Signature Date

For Kalorama Citizens Association
Denis James, President

Denis James 2-4-2016
Signature Date