

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

In the Matter of:)	
Irving Restaurant Group, LLC)	
t/a Lou's Bar & Grill)	
Applicant for a New)	License No. ABRA-086419
Retailer's Class CT License)	Order No. 2011-304
at premises)	
1400 Irving Street, N.W.)	
Washington, D.C. 20010)	
)	

Irving Restaurant Group, LLC, t/a Lou's Bar & Grill (Applicant)

Bill Brown, Chairperson, Advisory Neighborhood Commission (ANC) 1A

BEFORE: Nick Alberti, Interim Chairperson
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Irving Restaurant Group, LLC, t/a Lou's Bar & Grill (Applicant), filed an Application for a new Retailer's Class CT License located at 1400 Irving Street, N.W., Washington D.C., and ANC 1A entered into a Voluntary Agreement (Agreement), dated January 12, 2011, setting forth the terms and conditions that govern 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 and Chairperson Bill Brown and Commissioner Sheldon Scott, on behalf of ANC 1A, are signatories to the Agreement.

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Accordingly, it is this 29th day of June 2011, **ORDERED** that:


1. The above-referenced Voluntary 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 H (Modification) – This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement or consistent with D.C. Official Code § 25-446(d).

2. Copies of this Order shall be sent to the Applicant and ANC 1A.

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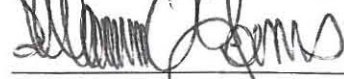
District of Columbia
Alcoholic Beverage Control Board



Nick Alberti, Interim Chairperson

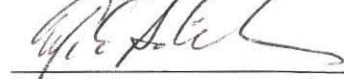


Donald Brooks, Member



Herman Jones, Member

Calvin Nophlin, Member



Mike Silverstein, 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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.



ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 - Lisa Kralovic
SMD 1A04 - Betty Pair
SMD 1A07 - Thomas Boisvert
SMD 1A10 - Lenwood O. Johnson

SMD 1A02 - Vickey Wright-Smith
SMD 1A05 - Laina Aquilino
SMD 1A08 - Kent Boese

SMD 1A03 - Sheldon Scott
SMD 1A06 - William Brown
SMD 1A09 - Bobby Holmes
SMD 1A11 - Vacant

February 15, 2011

VIA: HAND DELIVERY

ABRA
1250 U Street, NW, Third Floor
Washington, DC 20009

At its regularly scheduled meeting on February 9, 2011, ANC-1A, having established quorum, voted to pass a resolution to write a letter to support the Stipulated Liquor License application for Irving Restaurant, dba Lou's Bar & Grill. Having established a Voluntary Agreement with Lou's Bar & Grill at its January 12th, 2011 meeting, the Commission offers no protest to the Stipulated License application allowing them to serve alcohol during the 60 day comment period for their Liquor License.

Thank You,

Sheldon Scott
Commissioner 1A03

Cc:

Advisory Neighborhood Commission 1A
1380 Monroe Street NW #103
Washington, DC 20010



Advisory Neighborhood Commission 1A

Government of the District of Columbia

Voluntary Agreement Concerning Issuance of License
IRVING RESTAURANT GROUP LLC
LOU'S BAR AND GRILL,
1400 IRVING STREET NW

THIS AGREEMENT made and entered into this 12th day of January 2011, by and between The Irving Restaurant Group, LLC (dba Lou's Bar and Grill) (Applicant) and ANC 1A (ANC) witnesses:

Whereas Applicant has filed application for a Class CT license with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for the premises known as 1400 Irving Street, NW, Suite 109, Washington DC 20010 (premises).

Whereas in recognition of the ABC Board's policy of encouraging parties to settle any differences by reaching a voluntary agreement, the parties hereto desire to enter into a voluntary agreement whereby, (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include this Agreement as a formal condition of its application and, (2) ANC will agree to the issuance of the new license provided that such an agreement is incorporated into ABC Board's order issuing the license, which license is conditioned upon compliance with this Agreement.

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

A. Noise. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including 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 DCMR 905. Amplified music will not be played in summer garden. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor. Applicant agrees to implement sound suppression measures that will mitigate any noise from this tavern and summer garden that may be heard in surrounding resident's homes. The Applicant shall install an awning to mitigate any noise.

B. Safety and Security. Applicant agrees to provide a security plan for inclusion in ABC Board and ANC files.

C. Food and Alcohol Service. Summer Garden food and beverage service hours will not exceed 2AM on weeknights and 3AM on Friday and Saturday nights. Service hours will be extended one hour longer as permitted by DC Law. Summer Garden service will not extend past 1am on weeknights and 2am of Friday and Saturday nights. Table and chairs will be stacked at that time. At that point the Summer Garden will be used exclusively for smoking. Applicant agrees that the establishment will be shut down and completely vacated, except for routine maintenance and clean-up by closing time each night. Applicant agrees that there will be no after-hours activities in the establishment.

D. Trash – Garbage - Rodents. Applicant shall maintain trash/garbage removal service at least three times weekly 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 work towards solutions removing dumpsters and grease barrels from public space on site and collectively in surrounding block. Applicant will make every reasonable effort to eliminate accessible food sources for rodents. Applicant will have professional extermination services or provide them as needed. 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 dumpster nor dispose of them down the sink. Applicant shall request that its trash and recycling contractors pick trash and materials no earlier than 9:00am and no later than 5:00PM. Recycles will not be dumped after 9:00 pm.

E. Capacity. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.

F. Parking. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

G. Signage - Publicity. Applicant agrees that there will be no alcohol advertisements visible through the windows of this establishment.

H. Modification. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

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

J. 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 thirty days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty 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 DC Official Code 25-447. 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 respective parties at their business addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

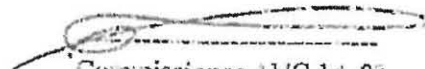
Wherefore, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to aforementioned covenants and ANC agrees to the issuance of the Class CT license to Applicant, and the ANC agrees that this agreement be incorporated into the ABC Board's order issuing a Class CT license.



Irving Restaurant Group LLC
Lou's Bar and Grill



Chairman, ANC 1A



Commissioner ANC 1A-03

Accordingly, on this 12 day of Jan 2011 it is ordered that the Voluntary Agreement between Applicant and ANCV is incorporated into the ABC Board's order issuing Applicant a Class CT license.