

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

<u>In the Matter of:</u>	)	
	)	
Café Dallul, Inc.	)	
t/a Rendezvous Lounge	)	
	)	
Petition to	)	
Modify a Voluntary Agreement	)	Case No. 11-PRO-00012
for a Retailer's Class CT License	)	License No. ABRA-014272
	)	Order No. 2011-423
at premises	)	
2226 18 <sup>th</sup> Street, N.W.	)	
Washington, D.C. 20009	)	
	)	

Café Dallul, Inc., t/a Rendezvous Lounge (Petitioner)

Wilson Reynolds, Chairperson, Advisory Neighborhood Commission (ANC) 1C  
(Protestant)

Denis James, President, Kalorama Citizens Association (KCA) (Protestant)

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

**ORDER ON REPLACEMENT COOPERATIVE AGREEMENT AND  
WITHDRAWAL OF PROTESTS**

The Petition to Modify a Voluntary Agreement (Petition) filed by Café Dallul, Inc., t/a Rendezvous Lounge (Petitioner), having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 28, 2011 and a Protest Status Hearing on April 27, 2011, in accordance with D.C. Official Code § 25-601 (2001).

On February 28, 2011, pursuant to Title 23 of the District of Columbia Municipal Regulations (23 DCMR) § 1602.3 (2004), the Board dismissed the Petition because the Petitioner failed to appear at the Roll Call Hearing. See Board Order No. 2011-152, dated March 9, 2011. The Petitioner requested to continue the Roll Call Hearing on February 22, 2011, and the Board denied the Petitioner's request on March 2, 2011.

On March 22, 2011, the Petitioner filed a request for reinstatement with the Board indicating that she was unable to attend the Roll Call Hearing due to the death of her father in Ethiopia. Upon consideration of the request to reinstate the Petition, the Board found good cause to reinstate the Petition. *See* Board Order No. 2011-171, dated April 6, 2011.

The Protestants submitted a Motion to Dismiss the Petition indicating that the Petitioner did not submit its Petition within its renewal period, as required by law, because the Board did not post notice of the Petition until after the renewal period; the Petitioner failed to make efforts to locate, contact, and negotiate with the other party to the Voluntary Agreement; and the Petitioner did not show a need for an amendment under D.C. Official Code 25-446(4)(B). On June 29, 2011, the Board denied the Motion to Dismiss. *See* Board Order No. 2011-305, dated June 29, 2011.

On September 7, 2011, the Petitioner, ANC 1C, and KCA entered into a Replacement Cooperative Agreement (Agreement) that governs the operation of the Petitioner's establishment. This matter comes now before the Board to consider the Parties' Agreement, dated September 7, 2011, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Petitioner; Chairperson Wilson Reynolds, on behalf of ANC 1C; and Denis James, on behalf of KCA, are signatories to the Agreement.

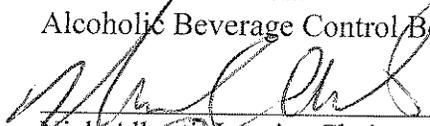
This Agreement constitutes a withdrawal of the Protests filed by ANC 1C and KCA of this Petition.

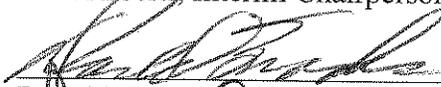
Accordingly, it is this 5<sup>th</sup> day of October 2011, **ORDERED** that:

1. The Petition filed by Café Dallul, Inc., t/a Rendezvous Lounge, to Modify a Voluntary Agreement is **GRANTED**;
2. The Protests of ANC 1C and KCA in this matter are hereby **WITHDRAWN**;
3. The above-referenced Replacement Cooperative Agreement submitted by the parties to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED**; and
4. Copies of this Order shall be sent to the Petitioner, ANC 1C and KCA.

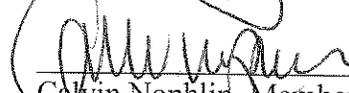
Café Dallul, Inc.  
t/a Rendezvous Lounge  
Case No. 11-PRO-00012  
License No. ABRA-014272  
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District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Nick Alberti, Interim Chairperson

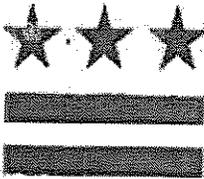
  
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Donald Brooks, Member

  
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Herman Jones, Member

  
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Calvin Nophlin, Member

  
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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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.



### Advisory Neighborhood Commission 1C

PO Box 21009, NW, Washington, DC 20009

[www.anc1c.org](http://www.anc1c.org)

*Representing Adams Morgan*

**Commissioners:**

**Stacey Moya (1C01)**  
Vice Chairperson

**Marty Davis (1C02)**

September 13, 2011

**Olivier Kamanda (1C03)**

Mr. Nick Alberti, Interim Chair  
Alcohol Beverage Control Board  
2000 14<sup>th</sup> St., NW, Suite 400 S  
Washington, DC 20009

**Gabriela Mossi (1C04)**

**Adrian Miller (1C05)**

**Steve Lanning (1C06)**

**Wilson Reynolds (1C07)**  
Chairperson

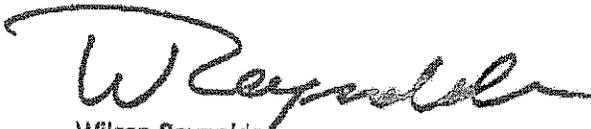
**Katherine Boettrich (1C08)**  
Treasurer

Dear Interim Chairperson Alberti:

At a duly-noticed public meeting of ANC 1C held on September 7, 2011, with a quorum of six of eight Commissioners present, Advisory Neighborhood Commission 1C approved by voice vote the Replacement Cooperative Agreement between Café Dallul, t/a Rendezvous Lounge (License # 014272); Advisory Neighborhood Commission 1C and the Kalorama Citizens Association.

The signed agreement accompanies this correspondence.

On behalf of ANC 1C, thank you.



Wilson Reynolds  
Chair, Advisory Neighborhood Commission 1C

Cc: Denis James  
attachment

## REPLACEMENT COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of September, 2011, by and between Café Dallul, t/a Rendezvous Lounge, 2226 18<sup>th</sup> Street, NW (hereinafter the "Applicant"), the Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter the "KCA").

### RECITALS

WHEREAS, the Applicant operates the establishment known as Rendezvous Lounge, 2226 18<sup>TH</sup> Street, N.W., Washington, D.C. 20009 pursuant to a Retailer's Class "CT-01" license number ABRA-014272 ("Establishment");

WHEREAS, the Establishment is within the boundaries of the ANC 1C and the membership boundaries of the KCA;

WHEREAS, the Parties entered into various Cooperative Agreements in 2000 and 2003, commemorating certain understandings regarding the operation of the Establishment (collectively such agreements are hereinafter referred to as "Original Agreement");

WHEREAS, the Applicant has initiated case number 11-PRO-00012 with the Alcoholic Beverage Control Board for the purpose of modifying the Original Agreement ("ABRA Case");

WHEREAS, the ANC 1C and KCA oppose the Applicant's request and have filed protests in the ABRA Case, and

WHEREAS, the Parties desire to replace the Original Agreement with this Agreement and resolve the ABRA case.

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

1. Hours. The hours of operation shall be:

Inside:	Sunday-Thursday:	10:00-2:00 am
	Friday & Saturday:	10:00-3:00 am

Sidewalk Café:	Sunday-Wednesday:	10:00-12:00 midnight
	Thursday	10:00-1:00 am
	Friday & Saturday:	10:00-2:00 am

The Sidewalk Café shall be cleared at the closing time stated above, each night of operation.

2. Seating. Seating capacity will not exceed:

Interior tables and bar: 40 total, first and second floors.

Sidewalk Café: 8

### 3. Noise/Music/Dancing.

Applicant acknowledges familiarity with and will comply with noise-control provisions of 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 Title 25, section 725. 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. There shall be no music played on the roof.

### 4. Trash/Garbage/Rodents.

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 to help eliminate the rat population. Applicant will recycle the following items as per DC Law 7-226: cardboard, glass and cans.

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.

### 5. Exterior, including Public Space.

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 of or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

### 6. Items specific to establishment.

Applicant agrees to not place any loudspeakers outside the establishment and to direct any speakers inside the establishment so that sound is projected inward.

### 7. Bar/Pub Crawls.

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

### 8. 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 to a minimum from 11:00 pm to 7:00 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.

11. Regulations

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

12. Availability of Voluntary Agreement

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

13. Final Agreement and Modification

This agreement amends and supersedes the Original Agreement and any other prior agreements between the Parties, and shall constitute the only agreement between the Parties, except to the extent it is subsequently modified by the Parties. For purposes of DC Official Code Section §25-446(d)(2)(B), the date of the ABC Board's approval of this agreement shall be considered its initial approval of this Agreement and shall commence the applicable period.

Applicant

[Signature] 9/7/11  
Signature Date

Belamash Kebede  
Please print name Treasurer Title

ANCLM  
[Signature] 9/7/11  
Signature Date

Wilson REYNOLDS  
Please print name CHAIR, ANC 12 Title

KCA  
[Signature] 9-7-2011  
Date  
Dehis James, President