

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

In the Matter of:)
)
LMW, LLC)
t/a Little Miss Whiskey's Golden Dollar)
)
Holder of a Retailer's) License No. 79090
Class CT License) Order No. 2008-240
at premises)
)
1104 H Street N.E.)
Washington, D.C. 20002)
_____)

LMW LLC t/a Little Miss Whiskey's Golden Dollar, Licensee

Joseph Fengler, Chairperson, Advisory Neighborhood Commission 6A

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


The official records of the Alcoholic Control Board (Board) reflect that LMW LLC t/a Little Miss Whiskey's Golden Dollar (Licensee), holder of a Retailer's Class CT license, located at 1104 H Street N.E., Washington D.C., and Joseph Fengler, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6A, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated July 16, 2008 setting forth the terms and conditions that govern the operation of the Licensee's establishment. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Fengler are signatories to the Agreement.

LMW LLC
t/a Little Miss Whiskey's Golden Dollar
License No. 79090
Page Two

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

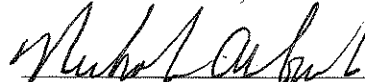
1. The above-referenced Voluntary Agreement between LMW LLC t/a Little Miss Whiskey's Golden Dollar located at 1104 H Street, N.E., Washington, D.C., and ANC 6A to govern the operations of the Licensee's establishment is **APPROVED**;
2. This Agreement is **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Licensee and to ANC 6A.

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.

Made this 16th day of July, 2008 by and between

Mark Thorp & Kelly Sheeran
LITTLE MISS WHISKEY'S GOLDEN DOLLAR
1104 H Street, NE
Washington, DC 20002

and

Advisory Neighborhood Commission 6A

Preamble

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business in the ANC 6A community, while concurrently curtailing any adverse effects a business such as the applicant's could have on the surrounding neighborhood.

The applicant agrees to work regularly with the ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this agreement are reasonable and must become wholly integrated into the day-to-day operation of the business establishment.

Further, ANC 6A acknowledges that this Cooperative Agreement shall be presented to all Class CT applicants within the boundaries of ANC 6A. The community and merchants have agreed that it is in all the parties best interests to standardize the requirements for the operations of restaurant, tavern, and nightclub establishments within the boundaries of ANC 6A. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Cooperative Agreement that will unfairly benefit or, conversely, cause competitive disadvantage to, any individual applicant or establishment within the ANC, unless such change is required by the District of Columbia government, other authorized governmental bodies, or rule of law.

The community and merchants understand and agree that the changes imposed upon the operations of all licensees within the ANC as set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses.

Witnesseth

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class CT Liquor License at the subject premises;

The Parties Agree As Follows:

1. Public Space Cleanliness and Maintenance. Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:
 - a. Picking up trash, including beverage bottles and cans, and all other trash a minimum of twice daily (once immediately before business hours and again between 5:00 p.m. and 8:00 p.m.).
 - b. Maintaining regular trash garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean.
 - c. 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.

DISTRICT OF COLUMBIA
 ALCOHOLIC BEVERAGE
 REGULATION ADMINISTRATION
 2008 JUL 17 P 3:03
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- d. Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
- e. Assisting in maintenance of the curb in front of the establishment to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulation in these respects.
- f. Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
- e. Promptly removing or painting over any graffiti written on the exterior walls of the property.

3. Business Operations and Practices:

- a. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as:
 - i. Any person convicted of alcohol offences or alcohol-related crimes three times or more in any one year; and
 - ii. Who has been so identified to the licensee by the Metropolitan Police Department by giving a photo and name to the licensee.
- b. Applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- c. Applicant agrees to ensure that no patron bring alcohol into the establishment from outside sources, and at no time exits the establishment with alcoholic beverages.
- d. Applicant will not provide or sell alcoholic beverages "to go." Applicant agrees not to promote or participate in bar or pub "crawls" or any other event of this nature.
- e. The licensed establishment will be managed by the applicant in person or a board licensed manager.
- f. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
- g. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:
 - i. Proper ID required (proof of age 21 minimum to be served and assurances that ID's will be checked at all times prior to serving alcoholic beverages to patrons).
 - ii. Prohibition against selling alcohol to minors.
 - iii. Request to patrons to not litter, loiter, or make excessive noise in the neighborhood as they arrive or depart.
 - iv. Warning: Drinking alcoholic beverages during pregnancy can cause birth defects.
 - v. Request that customers do not contribute to panhandlers.
- h. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
 - i. Calling the Metropolitan Police Department if illegal activity is observed,
 - ii. Keeping a written record of dates and times (i.e. log) when the MPD was called for assistance.
- i. Applicant's log shall be provided to the Board and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license.
- j. Applicant shall not support installation of pay phones outside of the establishment on their property.
- k. Applicant will utilize and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.

4. Music / Dancing / Entertainment:

- a. Applicant agrees to ensure that sounds originating from within the establishment are mitigated by installing adequate sound proofing.
- b. Applicant shall not produce any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment in accordance with DC Official Code Title 25-725.
- c. In order to mitigate noise on the patio the following steps will be taken:
 - 1) The hours for the patio will be until 11PM on weekdays and 12PM on weekends.
 - 2) Applicant shall not offer any type of live or pre-recorded music on the patio.
 - 3) A fence no less than 7 ft. high will enclose the entire perimeter.
 - 4) No fewer than two signs will be clearly posted to remind guests to keep their voices at normal speaking volume.
 - 5) Staff will monitor the outdoor area to make sure guests do not raise their voices above normal speaking tones.
 - 6) The outdoor area will include framing and a trellis designed such that it's top and all sides can be covered with sound-baffling awning and solid screens.
 - 7) Potted plants will be incorporated into the decked area's decor.
 - 8) Dense trees will be planted tightly together running the entire length of the rear fence.
 - 9) No less than two fountains will be included in the outdoor area design.
- d. If residents have no noise complaints for a three month period following opening of the establishment and the licensee has a record of good conduct during this time period, the hours for service on the patio may be extended to be consistent with the licensee's normal business hours.
- f. Applicant shall obtain an entertainment endorsement to have a cover charge. For purposes of this clause, a cover charge is a fee required by an establishment to be paid by patrons for admission that is not directly applied to the purchase of food or drink.
- g. Applicant may offer facilities for dancing 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.

5. Cooperation with ANC6A- Applicant agrees to work with Single-Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, ANC 6A Commissioners from adjoining SMD's, and the ABL Committee Chair on resolving issues preventing the applicant from fulfilling its obligations under this cooperative agreement

6. Modifications. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC6A, if applicant desires to modify the terms of this agreement, the applicant, prior to implementing the change(s), shall receive written agreement from ANC6A after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

7. Miscellaneous:

- a. Applicant certifies that it does not owe more than \$100 to the District of Columbia government as the result of any fine, fee or penalty interest or past due tax.
- b. Applicant shall post a copy of this voluntary agreement in the establishment in conjunction with the posting of its alcoholic beverage license.
- c. Applicant will operate in compliance with all applicable laws and regulations.

8. Enforcement:

- a. If either party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant and the applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default.
- b. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.
- c. This cooperative agreement is binding on the applicant and its assigns and will continue in force for any and all subsequent license holders at this location.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: Mark Thorp Date: 7/11/08
 Mark Thorp

Signature: Mark Thorp

By: Kelly Sheeran Date: 7/11/08
 Kelly Sheeran

Signature: Kelly Sheeran

Advisory Neighborhood Council 6A Representative:

By: Joseph Fengler, Chair Date: 7/15/08

Signature: Joseph Fengler

ABC Board-Licensed Manager:

By: Mark Thorp Date: 7/16/08

Signature: Mark Thorp