

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

In the Matter of:

Wharf Du Jour, LLC
t/a Bistro Du Jour

Applicant for a New
Retailer's Class CR License

at premises
51 District Square, SW
Washington, D.C. 20024

License No.: ABRA-117879
Order No.: 2021-278

Wharf Du Jour, LLC, t/a Bistro Du Jour, Applicant

Edward Daniels, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Wharf Du Jour, LLC, t/a Bistro Du Jour (Applicant), Applicant for a new Retailer's Class CR License, and ANC 6D have entered into a Cooperative Agreement (Agreement), dated April 12, 2021, that governs the operations 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 Edward Daniels, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 12th day of May 2021, **ORDERED** that:

1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamllessDocs.com
Donovan Anderson
Key: 42420652194250946707200021010000

Donovan Anderson, Chairperson

eSigned via SeamllessDocs.com
James Short
Key: 547ae2727220065081103228204000

James Short, Member

eSigned via SeamllessDocs.com
Bobby Cato
Key: 256d3f0ad30e144d376075ed7017a20d

Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SeamllessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91845e1f9e4016155e5c12f01e0

Rafi Crockett, Member

eSigned via SeamllessDocs.com
Jeni Hansen, Member
Key: 83172231f55004474016506973a41800

Jeni Hansen, Member

eSigned via SeamllessDocs.com
Edward Grandis, Member
Key: 5027bda7f0f0040ec14adeb52541ce5

Edward S. Grandis, 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 II 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).

★ ★ ★ Advisory Neighborhood Commission 6D

1101 4th Street S.W., Suite W130, Washington, DC 20024

ANC Office: 202 554-1795 office@anc6d.org

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 12th day of April 2021 by and between Wharf Du Jour LLC t/a Bistro du Jour ("Applicant"), at 51 District Square, SW Market, Washington, DC 20024 ABRA License # 117879 and Advisory Neighborhood Commission 6D ("the ANC"), (collectively, the "Parties").

PREAMBLE

Through this agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

WITNESETH

WHEREAS, Applicant has applied for a License Class C Restaurant for a business establishment ("Establishment") serving spirits, wine, and beer, and service restaurant, including indoor space, and both Summer Garden, and Entertainment, endorsements located at 51 District Square, SW, Washington, D.C. 20024 ("Premises"); and

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Cooperative Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the establishment within the ANC on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

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

1. *Recitals Incorporated.* The recitals set forth above are incorporated herein by reference.

Establishment serving spirits, wine, and beer with indoor and Summer Garden seating. The Summer Garden is immediately adjacent to the building. There shall be and Entertainment Endorsement with location and hours in accordance with #3 below. The application does not include dancing or cover charge endorsements. Establishment shall not participate in pub crawls The Establishment shall have no flashing or billboard-type lights.

3. Hours of Operation, Alcohol Sales, and Entertainment.

- A. The Hours of Operation in the indoor space shall not exceed:
- Sunday through Thursday: 5:00 a.m.- 2:00 a.m.,
 - Friday and Saturday: 5:00 a.m.- 3:00 a.m.; and
- B. The hours of Sales, Service, and Consumption of Alcoholic Beverages in the indoor space shall not exceed:
- Sunday through Thursday: 7:00 a.m.- 2:00 a.m.,
 - Friday and Saturday: 7:00 a.m.- 3:00 a.m., and
- C. The Hours of Entertainment in the indoor space shall not exceed:
- Sunday through Thursday: 9:00 a.m.- 1:00 a.m.
 - Friday and Saturday: 9:00 a.m.- 3:00 a.m., and
- D. The Summer Garden Hours of Operation and Hours of Sales, Service, and Consumption of Alcoholic Beverages shall not exceed:
- Sunday through Thursday: 7:00 a.m.- 1:00 a.m.,
 - Friday and Saturday: 7:00 a.m.- 2:00 a.m.; and
- E. The Summer Garden Hours of Entertainment shall not exceed:
- Sunday: 10:00 a.m.- 11:00 p.m.,
 - Monday through Thursday: 11:00 a.m.- 11:00 p.m.,
 - Friday: 11:00 a.m.- 12:00 a.m., and
 - Saturday: 10:00 a.m.- 12:00 a.m.
- F. Provided that:
- i. On days designated by the DC ABC Board as "Holiday Extension of Hours" applicant may avail itself of and the ANC will not object to the licensee applying for the extended hours so provided;
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours;
 - iii. On January 1 of each year applicant may operate until 4:00a.m.; and
 - iv. Applicant may apply for One-Day Substantial Change Permits to operate outside of the typical hours described in this Agreement.

Consistent with Alcoholic Beverage Control Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the premises.

- 4. Floors Utilized and Occupancy.** The Applicant will operate its Establishment on the ground floor of the building with the summer garden immediately adjacent to the building. The Certificate of Occupancy will state the seating and occupant load. However, the Establishment will not exceed a total occupancy load of 175, which is inclusive of 45 seats indoors; and 70 seats and 100 occupancy load in the Summer Garden.

5. **Summer Garden.** Applicant plans to provide seating for 70 patrons in the summer garden with 100 occupancy. Entertainment may be offered in the summer garden consistent with the hours in section #3 above. No open containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the area regardless of content, excepting food and beverages, including alcoholic beverages, packaged "to go." Nothing about the foregoing sentence is meant to prevent Applicant from offering alcoholic beverages for off-premises consumption or as permitted by D.C. Code and applicable regulations.

The Applicant shall take reasonable efforts to ensure that all furniture, fixtures, equipment, or other property of the Establishment or property belonging to patrons is contained within the Summer Garden area and does not extend into the pedestrian walkway.

6. **Parking Arrangements.** It is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. The Applicant shall notify patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation.
7. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end shall use various means including making architectural improvements to the property and take all reasonable and necessary actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in violation of DC Code § 25-725. Options for noise mitigation can include: awnings, shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, or other muting or muffling objects.

Applicant shall inform its patrons by signage or other means to be respectful of the residential neighborhoods upon exiting the Establishment.

Applicant shall receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 7:00 p.m. Mondays to Saturdays. No deliveries excepting fresh bread products, fresh produce, and seafood shall be accepted on Sundays.

8. **Public Space and Trash.** The Applicant shall participate in the building's trash removal and storage program. Trash and dumpster areas maintained by the Applicant shall be kept clean. The Applicant shall enclose its dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans. Applicant will contract for regular rodent and pest (insect) abatement. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

9. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant shall take all reasonable, necessary steps to minimize problems of illegal drugs and public drinking, including, at all times a trained employee on site, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.

Applicant shall have recording cameras which cover the outside areas and the areas where alcoholic beverages are served. If responsible for the video surveillance equipment, the Applicant shall maintain security cameras and: (a) Ensure the cameras are operational; (b) Maintain footage of a crime of violence or a crime involving a gun for a minimum of 30 days; and (c) Make the security footage available within 48 hours upon the request of ABRA or the Metropolitan Police Department.

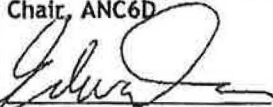
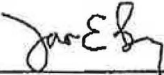
10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to the ANC that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
11. ***Participation in the Community.*** Applicant is encouraged to maintain open communication with the ANC and the community for which the ANC acts.
12. ***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 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: Wharf Du Jour LLC t/a Bistro du Jour
51 District Square, SW
Washington, DC 20024
Attn: Jason Berry, Managing Member
Phone: 917.583.1423
e-mail: jason@kneadhd.com

If to the ANC: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
Phone: (202) 202 554-1795
e-mail: office@ANC6D.org

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

13. *No Protest.* Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending license application.

The ANC:	APPLICANT:
<p>Chair, ANC6D</p> <p></p> <p>Edward Daniels, 6D07</p> <p><u>4/13/21</u> Date</p>	<p>Wharf Du Jour LLC t/a Bistro du Jour</p> <p>By: </p> <p>Jason Berry, Manager</p> <p><u>4/11/21</u> Date</p>