

Sweet Mango Corporation
t/a Sweet Mango Café
3701-3707 New Hampshire Avenue, N.W.
Application no. 33077
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The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated May 8, 2004, the protestants have agreed to withdraw the protest and the referendum, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 21st day of July 2004, **ORDERED**
that:

1. The opposition of Councilmember Adrian Fenty, Councilmember Jim Graham, Timothy Jones, Chairperson on behalf of the Advisory Neighborhood Commission 3C, and Andrew McGilvray, Designated Representative for Protestants, is **WITHDRAWN**;

2. The application of Sweet Mango Corporation t/a Sweet Mango Café for a Retailer's Class CR License (new) at 3701 - 3707 New Hampshire Ave., N.W., Washington, D.C. is **GRANTED**;

3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Protestants, the Attorney for the Applicant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board



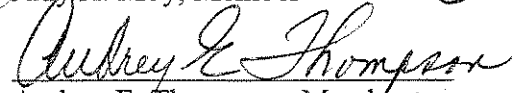
Charles A. Burger, Chairperson



Vera Abbott, Member

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Judy A. Moy, Member


Audrey E. Thompson, Member


Peter B. Feather, Member

*AAA 5/10/04
Wend. Bylsbyrd*

VOLUNTARY AGREEMENT BETWEEN SWEET MANGO CAFÉ CORPORATION, T/A SWEET MANGO CAFÉ, ADVISORY NEIGHBORHOOD COMMISSIONER FOR SINGLE-MEMBER DISTRICT 4C08, THE UNITED NEIGHBORHOOD COALITION, AND THE PETWORTH ACTION COMMITTEE

Whereas, Sweet Mango Café Corporation, t/a Sweet Mango Café ("Applicant") has applied for a new Alcoholic Beverage Control (ABC) Class C/R license for the premises located at 3701-3707 New Hampshire Ave. NW, Washington, DC;

Whereas, the Advisory Neighborhood Commissioner for Single Member District 4C08 ("ANC 4C08"), the United Neighborhood Coalition ("UNC"), and the Petworth Action Committee ("PAC") have filed protests to the license application or otherwise objected to the license application; and

Whereas, the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment and cooperative efforts of the Applicant, ANC 4C08, UNC, and PAC.

Now, therefore, in consideration of the agreements set forth herein, ANC 4C08, UNC, and PAC agree to withdraw their protests or objections, and Applicant agrees to comply with the terms of the agreement as set for hereinafter.

Further, all the parties agree to participate in an on-going structured process of consultation to identify and resolve problems. Protest of District of Columbia Alcoholic Beverage Control Board (hereinafter referred to as "Board") actions is viewed as a last resort.

Applicant agrees:

- A. Applicant will comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class C license to which this agreement applies, as applied for and approved by the District of Columbia in the name of the Applicant.
- B. Applicant, its officers and employees will cooperate immediately and fully with ANC 4C08, UNC, and PAC to address any alleged violation of the laws and regulations referred to in Provision A above and in any request that the appropriate enforcement agency investigate an alleged violation.
- C. Applicant will notify ANC 4C08, UNC, and PAC of any application to transfer the license when filing such application with the ABC Board.
- D. Applicant will operate only between the hours of 8:00 a.m. and 12:00 a.m. (midnight) for Sunday through Thursday operations, and 8:00 a.m. through 2:00 a.m. for Friday and Saturday operations. Applicant agrees that all sales

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and food or beverage service will cease at the end of the agreed-upon operating hours each day, and that all customers will leave the establishment within one hour of the end of the agreed-upon operating hours.

- E. Applicant agrees to restrict its hours for sale or service of alcoholic beverages as follows:
- a) no alcoholic beverage may be sold or served prior to 11:00 a.m. on any day; and
 - b) no alcoholic beverage may be sold or served after the end of the hours of operation established in this agreement (i.e., after 12:00 a.m. (midnight) for Sunday through Thursday operations, and after 2:00 a.m. for Friday and Saturday operations).
- F. Applicant agrees that Applicant's employees will make announcements to all of Applicant's patrons asking said patrons to be quiet and respectful of the neighborhood (i.e., limiting the noise they create) after leaving Applicant's establishment. Applicant's employees will make these announcements at least hourly through the time when the last customer departs the establishment beginning at 10:00 p.m. Sunday through Thursday, and beginning at 11:00 p.m. Friday and Saturday.
- G. Applicant will not have daytime or early evening periods when alcoholic beverages are offered at special (reduced) prices.
- H. Applicant agrees to the following provisions to eliminate loitering:
- a) Applicant will prominently place "No Loitering" signs outside of the establishment;
 - b) Applicant agrees that Applicant will provide adequate and appropriate security on Applicant's premises. In addition, Applicant or Applicant's employees will tell all loiterers outside the establishment (including on public space between the Applicant's property and New Hampshire Avenue or Rock Creek Church Road) to leave immediately;
 - c) Applicant or Applicant's personnel must call the Metropolitan Police Department (MPD) immediately in that event that loiterers (as described in section (b) above) refuse to move on, or in the event that any criminal activity is observed (the Applicant's employees must call MPD immediately in these circumstances if the security service's personnel fail to do so); and
- I. In the interest of enhancing public health, Applicant agrees to maintain trash, garbage, and recycling-material storage facilities in which all containers have

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lids which are kept securely closed and locked at all times (the sole allowable exception will be the brief periods when trash, garbage, or recycling materials are actively being placed in or removed from the containers). Said state of being "securely closed and locked" means that containers will be impenetrable by any types of vermin or pests (including rats) or by passers-by unassociated with the establishment. The aforementioned containers will be sufficient to contain all trash, garbage, and recycling material generated by the establishment. Applicant will ensure that trash, garbage, and recycling materials are removed at least three times per week, and only during hours between 8:00 a.m. and 9:00 p.m.

- J. In the interests of public health and of good order, personnel employed by the Applicant will instruct all carry-out food customers not to leave any type of litter or trash along the adjacent streets where the customers' vehicles may be parked.
- K. Also in the interests of public health and of good order, personnel employed by, or on behalf of, the Applicant will thoroughly clean up all litter and debris in its "immediate environs." Immediate environs for this purpose is defined as all property used by the Applicant to conduct its business, whether part of the premises or not. In order to keep its immediate environs free of litter and debris attributable largely to Applicant's operations, Applicant's personnel will thoroughly clean up all litter and debris on Applicant's premises and the adjacent properties and on all sidewalk and curb areas along both sides of Rock Creek Church Road from Georgia Avenue to Eighth Street, NW. This thorough clean up of litter and debris will take place by 12:00 p.m. (i.e., noon) on a daily basis (the only exception being days when Applicant is not open for business).
- L. In the interest of enhanced security, all sides of the Applicant's building(s) will be fully illuminated every night continuously from dusk until daybreak. For this purpose, "fully illuminated" means that electric lighting will be used which is sufficient to make individuals' identities readily discernable to passers-by at a distance of at least 30 feet. In illuminating the various sides of its building(s), the Applicant will also ensure that its security lights (or other bright lights) are shielded in such a way as not to shine directly into windows of any nearby residences.
- M. Applicant agrees that the only live musical entertainment permitted in the establishment shall be non-amplified music (such as a "steel band player"), and that performance of such music shall be limited to Friday and Saturday nights. Applicant further agrees that neither entertainment by any type of disc-jockey (commonly referred to as a "DJ") nor dancing will be permitted in the establishment, including in the basement and in the outdoor areas (roof deck, possible future sidewalk cafe). This prohibition extends to all events, including "private" parties. The sole exception is that dancing will be

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allowable between 12:00 p.m. (noon) and 10:00 p.m. on Sunday through Thursday and between 12:00 p.m. (noon) and 12:00 (Midnight) on Friday and Saturday at private parties (e.g., wedding receptions). In the case of such an exception, Applicant agrees to provide in a timely manner upon request by ANC 4C08, UNC or PAC written proof of the event in question being a bona fide private party (e.g., contract between the Applicant and the individual or group hosting the private party). As further clarification, private party will mean an event that is not open to members of the general public who "walk up" to the event.

- N. Applicant agrees that playing of music not prohibited by any other section of this agreement will be limited in such a way as to keep the volume level such that the music will be inaudible inside any nearby residence, or on any such residence's front porch. This provision is applicable to all playing of music, including in the basement and in the outdoor areas (roof deck, possible future sidewalk cafe). The only allowable exception will be for very brief periods when an exterior door on Applicant's establishment may be open to allow ingress or egress. However, even in such an exception, Applicant's music may not be audible inside any nearby residence which has its windows closed.
- O. Applicant agrees that operation of its outdoor spaces (roof deck) will be limited in such a way as to shut down at 10:00 p.m. Sunday through Thursday, and to shut down at 12:00 (Midnight) on Friday and Saturday. For purposes of this section, "shut down" means that no customers will be permitted to remain for any reason in the outdoor area beyond the stated times, even if said customers are no longer being served. In addition, Applicant's employees will work to complete clean-up operations in outdoor areas as quickly as possible once customers have vacated said areas pursuant to the time restrictions of this provision.
- P. Applicant recognizes that its proposed operations pose a significant challenge regarding evening parking in adjacent areas. As a result:
 - a) Applicant will advertise to its patrons that parking is limited and encourage such patrons to use public transportation. The Applicant agrees to provide the community with written confirmation of attempts to secure valet parking and the price, process, insurance liability, and status of such negotiation within three months of the approval of this Agreement by the Board; and
 - b) Applicant agrees that, within six months of commencement of alcoholic-beverage service operations, applicant will provide valet parking for all customers seeking on-premises consumption from 6:30 p.m. to closing nightly. Cars parked by Applicant's valet-parking service may only be placed off-street in a privately owned lot, and Applicant will ensure that appropriate

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measures have been taken regarding liability insurance, and the availability of valet parking will be made known to its customers by a large sign stating "VALET PARKING" on both sides.

ANC 4C08, UNC, and PAC agree:

1. ANC 4C08, UNC, and PAC will support Applicant's ABC license application in consideration of agreement to these provisions.
2. Upon issuance by the ABC Board of a Class C license to which this agreement is attached, ANC 4C08, UNC, and PAC will take steps to make community residents aware of Applicant's establishment and its new status in the neighborhood.
3. ANC 4C08, UNC, and PAC will meet with the Applicant at Applicant's request to discuss and resolve matters of mutual concern.
4. ANC 4C08, UNC, and PAC recognize that this agreement's prohibition on dancing is generally focused on organized, widespread, or group dancing activities at Applicant's establishment. As such, the provision(s) prohibiting or restricting dancing will not be construed in such a way as to make applicant liable for occasional, spontaneous acts of limited duration by a few individuals whose enjoyment of Applicant's pre-recorded music may inspire them to move to the rhythm of the music within Applicant's establishment.
5. ANC 4C08, UNC, and PAC agree to revisit this agreement upon request from the Applicant. The first such request will come no earlier than three months after the start of the Applicant's alcoholic beverage service operations. Subsequent requests may come at any time.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year stated below:

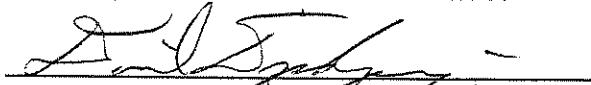
For Sweet Mango Cafe Corporation:

Reginald James

Date: May 09, 08

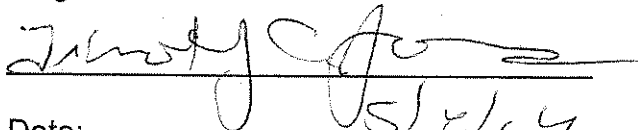
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For the Petworth Action Committee:



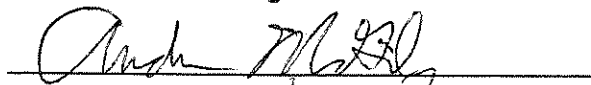
Date: 5-8-04

Advisory Neighborhood Commissioner for
Single-Member District 4C08:



Date: 5/8/04

For the United Neighborhood Coalition:



Date: 5/8/2004