

In the Matter of:

License no.: 60765
Case no.: 25434-05/059P
Order no.: 2006-134

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 January 10, 2006, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

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t/a Komi
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Accordingly, it is this 12th day of July 2006, **ORDERED** that:

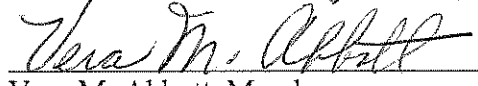
1. The protest of Darren A. Bowie, on behalf of Advisory Neighborhood Commission 2B, is **WITHDRAWN**;
2. The substantial change application of Pizzetti 824, Inc., t/a Komi, for a change in license class from a Retailer's Class "DR" License to a Retailer's Class "CR" License at 1509 17th Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

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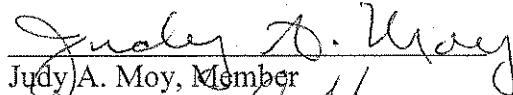
District of Columbia
Alcoholic Beverage Control Board



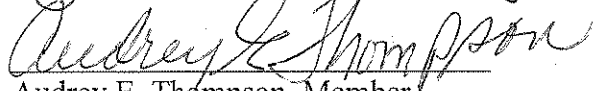
Charles A. Burger, Chairperson



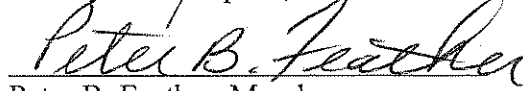
Vera M. Abbott, Member



Judy A. Moy, Member

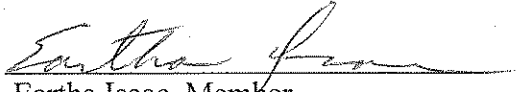


Audrey E. Thompson, Member



Peter B. Feather, Member

Albert G. Lauber, Member



Eartha Isaac, 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.

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of January, 2006
(the "Agreement") by and between Pizzetti 824, Inc. t/a Komi (hereinafter the "Applicant"), the
Dupont Circle Advisory Neighborhood Commission 2B (hereinafter the "Protestant").

WITNESSETH

WHEREAS, Applicant is the holder of a Retailer's License Class "DR" alcoholic beverage
control license;

WHEREAS, the Applicant has filed an application for a substantial change to convert its
existing Class "DR" License to a "CR" license for premises located at 1509 17th Street, NW,
Washington, DC (License #60675);

WHEREAS, the Protestant has filed a protest opposing the granting of Applicant's
application for a substantial change;

WHEREAS, in recognition of the Board's policy of encouraging parties to a protested
proceeding to settle their differences by reaching agreements of resolution, the Parties hereto desire
to enter into an agreement whereby (1) Applicant will agree to adopt certain measures to address
the Protestant's concerns and to include this agreement as a formal condition of its application, and
(2) Protestant will agree to the issuance of the related license and withdrawal of its Protest provided
that such agreement is incorporated into the Board's order issuing the license, which order is
thereby conditioned upon compliance with such agreement.

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 above are incorporated herein by reference.

2. Capacity

2.1 Applicant's capacity for the interior of the establishment shall be no more
than 74.

3. Interior Hours of Alcoholic Beverage Service

Applicant shall serve alcoholic beverages only between the following hours:

Sunday through Thursday, 11:30 a.m - midnight

Friday & Saturday, 11:30 a.m. - 1:00 a.m.

Handwritten initials

3.3 Nothing in this Agreement shall require Applicant to close or to stop serving food before midnight every day of the week, or to refrain from opening to serve food earlier than 11:00 a.m.

4. Loitering, Trash Removal, and Outside Maintenance

4.1 Trash/garbage/rodents. Applicant shall maintain regular trash removal service; regularly remove trash from the trash area, and see that the trash area remains clean and free from debris. Applicant shall deposit trash, grease and garbage only in rodent-proof trash containers, and shall see that container covers fit properly and remain fully closed and secured except when trash, grease, or garbage is being added or removed. Applicant shall hose down, daily, the outside area behind its business.

4.2 Applicant shall make every reasonable effort to dispose of solid food and grease properly. Applicant will provide for the proper removal of grease and fatty oils from the establishment according to District of Columbia law and regulations.

4.3 Applicant shall keep waste containers clean. The trash containers shall be inspected for leakage and maintained in sound operating condition to avoid liquid garbage/grease from leaking onto the alley and street.

4.4 Applicant shall ensure trash containers are not overfilled to the degree that lids cannot be properly and completely closed. Applicant shall maintain at least 5-day a week pick up for trash. Applicant shall require its trash removal service to take appropriate steps so that liquid garbage/grease does not leak on the alley.

4.5 Applicant shall keep the alley and street free of garbage/grease caused by its operations and make reasonable efforts for any needed clean-up promptly.

4.6 Applicant agrees to participate in a cooperative waste management program to consolidate food waste and grease of several businesses unless the costs are greater than what it is paying at the time for its contract.

5. Consideration of the Neighborhood

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times.

6. Noise/Music/Dancing

6.1 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 23 DCMR §905.

7. Exterior and Public Space Provisions

7.1 Applicant will comply with all applicable signage regulations, including those for historic districts and will remove those that are in violation.

7.2 Applicant will hose down areas in front of the establishment as necessary to remove food debris, except in below freezing weather.

8. 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.

9. Withdrawal of Protest

Protestant agrees to the issuance of the license and the withdrawal of its protest provided that the present Agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such Agreement.

10. Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.


11. Severability

In the event that any part of this Agreement is found to be invalid, unenforceable or not binding, the remaining portions shall remain in full force and effect and be fully binding on the Parties.

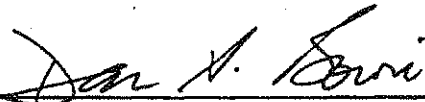
IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

APPLICANT:

Pizzetti 824, Inc. t/a Komi

By: 
Johnis "Johnny" Morris
Date Signed: 1/5/2006

**DUPONT CIRCLE ADVISORY
NEIGHBORHOOD COMMISSION 2B:**


By: 
Darren A. Bowie, Chairman
Date Signed: May 10, 2006

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

APPLICANT:

Pizzetti 824, Inc. t/a Komi

By:


Johnis "Johnny" Monis

Date Signed:

1/5/2006

**DUPONT CIRCLE ADVISORY
NEIGHBORHOOD COMMISSION 2B:**

By:

Darren A. Bowie, Chairman

Date Signed: _____

Andrew J. Kline (DC & MD)
akline@klinelawdc.com
Scott H. Rome (DC & MD)
srome@klinelawdc.com
LaQuan S. Partee, Legal Assistant
Lpartee@klinelawdc.com

LAW OFFICES
ANDREW J. KLINE
1225 NINETEENTH STREET, N.W.
SUITE 320
WASHINGTON, D.C. 20036

(202) 686-7600
FAX (202) 293-3130

January 24, 2006

VIA MESSENGER

Alcoholic Beverage Control Board
c/o Tiwana Clarke, Esq.
941 North Capitol Street, NE
7th Floor
Washington, DC 20002

**RE: Pizzetti 824, Inc. t/a Komi
Conversion of DR license to CR license
1509 17th Street, NW
License No. 60675**

Dear Members of the Board:

Please be advised that the parties have reached a resolution in the above-captioned matter. A fully executed Voluntary Agreement is enclosed. Please dismiss the protest and direct the staff to process the conversion/issuance of the liquor license.

If you have any questions regarding the foregoing or the enclosed, please do not hesitate to contact me.

Very truly yours,



Andrew J. Kline

AJK/jrj

Enclosure

cc: Darren Bowie, ANC 2B (via e-mail w/attachment)
Mark Bjorge, ANC 2B (via e-mail w/attachment)
Fred Moosally, Esq. (via e-mail w/attachment)
Johnny Monis (via e-mail w/attachment)