

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

In the Matter of:

Logan Dining, LLC
t/a Logan Tavern

Holder of a
Retailer's Class CR License

at premises
1423 P Street, N.W.
Washington, D.C. 20005

License No. ABRA-060706
Order No. 2014-371

Logan Dining, LLC, t/a Logan Tavern (Licensee)

Matt Raymond, Chairperson, Advisory Neighborhood Commission (ANC) 2F

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

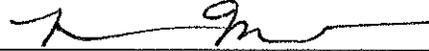
The official records of the Alcoholic Beverage Control Board (Board) reflect that Logan Dining, LLC, t/a Logan Tavern, (Licensee) and ANC 2F entered into Settlement Agreement (Agreement), dated June 4, 2003, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated September 16, 2014, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Matt Raymond, on behalf of ANC 2F, are signatories to the Amendment.

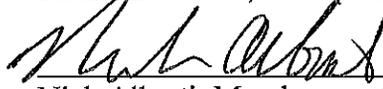
Accordingly, it is this 10th day of October, 2014, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement, dated September 16, 2014, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 2F.

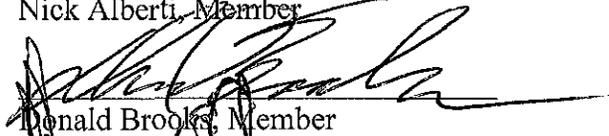
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



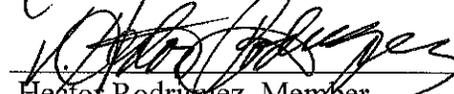
Donald Brooks, Member



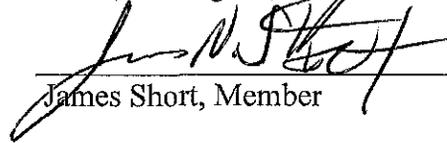
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

Also, pursuant to section 11 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

AMENDMENT TO VOLUNTARY AGREEMENT

This Amendment to Voluntary Agreement ("Amendment") is made this 16th day of September 2014, by and between Logan Dining, LLC, i/a Logan Tavern ("Applicant"), and Advisory Neighborhood Commission 2F ("ANC 2F").

WITNESSETH

WHEREAS, Applicant, holder of a Retailer's Class C License No. ABRA-060706, wishes to avail itself of extended hours for operation of its sidewalk café at the Applicant's licensed premises at 1423 P St, NW, as related to the Voluntary Agreement dated October 3, 2007;

WHEREAS, Applicant has operated for nearly seven years without any complaints to ANC 2F or investigated by ABRA regarding its hours of selling and serving alcohol;

WHEREAS, ANC 2F at its regularly scheduled and duly noticed monthly meeting of September 10, 2014, with a quorum present and operating throughout, voted unanimously (8-0) to advise that the ABC Board approve the terms of this Amendment agreement;

WHEREAS, the community is supportive of Applicant's operation of the establishment and is supportive of its request for such extended hours;

WHEREAS, Applicant has agreed to enter into this Amendment agreement with ANC 2F and to request further that the ABC Board approve Applicant's request be conditioned upon Applicant's compliance with the terms of its Voluntary Agreement dated October 3, 2007, as previously approved by the ABC Board;

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

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Incorporation of Voluntary Agreement dated October 3, 2007. The parties agree to incorporate the terms of the Voluntary Agreement dated October 3, 2007, and approved by the ABC Board. Applicant agrees to adhere to the terms of and amendments to that said agreement in the operation of its business during the later hours agreed to below by this Amendment.
3. Section 6 "Sidewalk Café" of the October 3, 2007, Voluntary Agreement is amended. Section 6 "Sidewalk Café" of that certain Voluntary Agreement dated October 3, 2007, is amended by replacing the entire third sentence of the section as follows:

"No one shall be served in the café area after 11:00 p.m. Sunday through Thursday or after midnight (12:00 a.m.) Friday or Saturday."

The remainder of Section 6 "Sidewalk Café" shall remain unchanged.

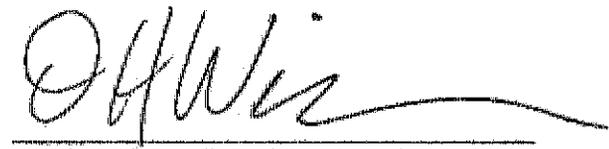
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first written above.

For ANC 2E:

For Logan Dining, LLC:



Commissioner Matt Raymond, *Chairman*

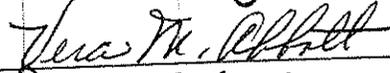


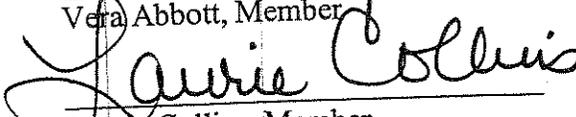
David Winer, *Managing Member*

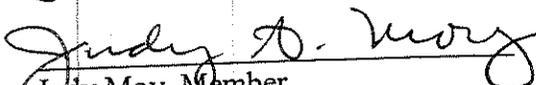
Logan Dining, LLC
t/a Logan Tavern
Application no. 50241
Page two

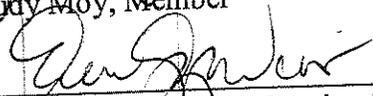
District of Columbia
Alcoholic Beverage Control Board

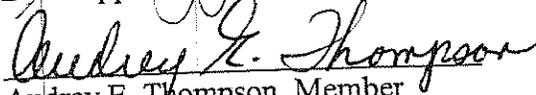

Charles Burger, Interim Chairperson


Vera Abbott, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

#50241

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made this 4th day of June, 2003, by and between LOGAN DINING, LLC T/A LOGAN TAVERN ("Applicant") and ADVISORY NEIGHBORHOOD COMMISSION 2F ("ANC 2F").

WITNESSETH

WHEREAS, Applicant has applied for a retailer license Class CR for premises at 1423 P Street, NW, Washington, D.C. Application No. 50241;

WHEREAS, ANC 2F is considering support of Applicant's application; and

WHEREAS, the Applicant and the ANC 2F have agreed to enter into this Agreement and to request that the Alcohol Beverage Control Board approve the Applicant's license application, conditioned upon the Applicant's compliance with the terms of this written 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 set forth above are incorporated herein by reference.
2. Nature of Business. The Applicant shall manage and operate a full-service restaurant with full dinner menu service, and may include full lunch menu service, as noted below. Any change from this model shall be considered by all parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. Square Footage and Occupancy. The establishment is approximately 2,500 square feet. Applicant will provide seating for sixty to seventy-five patrons at tables and for ten patrons at the bar. Applicant shall post the certificate of occupancy in a prominent location.

Applicant may not expand its occupancy or reduce available seating by more than 20% without amendment of this agreement.

4. Hours of Operation. Applicant's proposed hours of operation are as follows:

Monday – Thursday	12:00 p.m. to 12:00 midnight
Friday	12:00 p.m. to 1:00 a.m.
Saturday	11:00 a.m. to 1:00 a.m.
Sunday	11:00 a.m. to 12:00 midnight

Applicant may extend its hours no more than one hour without amendment of this Agreement. The Application shall provide notice to the Community of any change in hours of operation. Up until one (1) hour prior to closing, Applicant's kitchen facilities shall remain open with full menu service. To the extent there are problems resulting from Applicant's hours of operation, the parties hereto agree to in good-faith meet to discuss solutions to such problems including, at a minimum, any necessary reduction in hours.

5. Public Space and Trash. The Applicant shall keep the sidewalk (up to and including the curb), tree boxes, curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas twice daily for refuse and other materials. The Applicant shall maintain a fenced-in dumpster in the rear of the building. Applicant further agrees to hold all recyclable materials and perishable food waste within the building until the morning of the scheduled pickup. Trash and recyclable material shall not be deposited into the outside dumpster or other exterior holding facilities between the hours of 11:00 p.m. (12:00 midnight on Friday and Saturday) and 8:30 a.m. The Applicant shall require its trash and recycling contractors to pickup trash and materials after 9:00 a.m. Applicant will not install exterior public pay phones.

6. Sidewalk Café. The Applicant may have outside seating in a sidewalk café area in front of its premises upon receipt of a public space permit, and may serve alcoholic beverages in such area. The sidewalk café shall be of a size and occupancy, and place in a location approved by the District of Columbia Public Space Committee after notice and comment by ANC 2F. No one shall be served in the café area after 10:30 p.m. Sunday through Thursday or after 11:30 p.m. Friday or Saturday. The café area shall be closed within one half hour of the end of table service as specified above. To the extent there are problems resulting from Applicant's outdoor seating, the parties hereto agree to in good-faith meet to discuss solutions to such problems, including, at a minimum, any necessary reduction of hours or occupancy.

7. Rat and Vermin Control. The Applicant shall provide rat and vermin control for its property. At the present time, the intended pest control company shall be Western Pest Control. Applicant shall provide proof of its rat and vermin control contract upon request of ANC 2F.

8. Noise and Privacy. Applicant shall comply with the noise control requirements of Title 25, Section 725 of the D.C. Code, make any needed architectural improvements to the property, and take all necessary actions to ensure that music, noise, and vibration from the establishment are not audible from within the adjacent residential properties. Applicant shall also take reasonable steps to ensure that music, noise and vibration are not disruptive to the adjacent residential property owners' reasonable use of outdoor areas of their property.

9. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of the establishment during the hours of operation and as they depart at closing.

10. Dancing and Music. Applicant shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. Applicant shall not have live music or disc jockeys, except that Applicant may have a jazz band for Saturday and/or Sunday brunch. Applicant shall keep all recorded music at a level that is inaudible from outside the establishment.

11. Security. Applicant shall reasonably control unruly behavior by its patrons, whether on or in the area immediately adjacent to its premises.

12. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premise and made available to any person, including, but not limited to, law enforcement officer, Alcohol Beverage Regulatory Administration inspector or other official or ANC 2F Commissioner immediately upon request.

13. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is encouraged to regularly send a representative to ANC 2F meetings, which occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, Washington, D.C. 20005. Applicant, upon notice from the ANC 2F, shall send a representative of the establishment to a meeting of ANC 2F to discuss and find ways to reasonably resolve any problems associated with its operations.

14. License Ownership. Applicant agrees to abide by all ABC regulations regarding ownership of the license. Applicant also agrees to be the sole owner of the ABC license. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.

15. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.

16. Notices. In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing by the person alleging such violation and given the opportunity to cure such violation within thirty (30) days thereafter before action against the Applicant on the basis of such violation may be undertaken. A material violation of this Agreement or its ABC license by Applicant that has not been corrected after such thirty (30) days notice shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the Community. Notice is deemed to be received upon mailing. Notice is to be given as follows:

1. If to Applicant, to:

David Winer, Managing Member
Logan Tavern
1423 P Street, N.W.
Washington, D.C. 20005

2. If to ANC 2F, to:

Advisory Neighborhood Commission 2F
P.O. Box 9348 – Mid-City Station
Washington, D.C. 20005

Applicant may change the notice address listed above by written notice to ANC 2F at the addresses listed above. 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 Alcohol Beverage Control Board.

15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

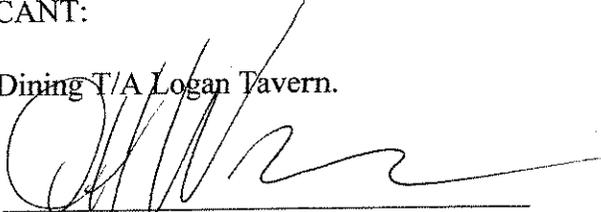
IN WITNESS THEREOF, the parties have executed this Agreement as of the date and year first above written.

WITNESS:

APPLICANT:

Logan Dining T/A Logan Tavern.

By:


David Winer, Managing Member

Advisory Neighborhood Commission 2F

By:


Helen M. Kramer, Chair



ANC 2F ADVISORY NEIGHBORHOOD COMMISSION 2F

Government of the District of Columbia

P.O. Box 9348, Mid-City Station, Washington, D.C. 20005

Telephone: (202) 667-0052 Fax: (202) 667-0053

Commissioners

2F01 Cary Silverman, *Secretary*

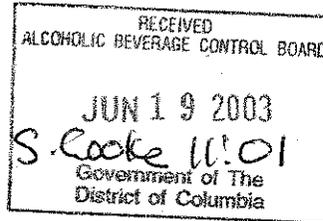
2F02 Jim Brandon, *Vice Chair*

2F03 Miriam Trimble

2F04 Helen M. Kramer, *Chair*

2F05 Tom Funk

2F06 Bob Hinterlong, *Treasurer*



June 9, 2003

Chairperson

Alcoholic Beverage Control Board

941 North Capitol Street, NE

Room 7 West

Washington, DC 20001

**Re: Application No. 50241, Logan Dining, LLC T/A Logan Tavern,
Retailer's Class "CR," 1423 P Street, NW**

Dear Members of the Board:

At its publicly advertised monthly meeting on June 4, 2003, a quorum being present, ANC 2F voted 6-0 to support the above-referenced application of Logan Dining, LLC T/A Logan Tavern for a Retailer's Class "CR" license subject to the terms and conditions of the enclosed Voluntary Agreement. We look forward to this new restaurant joining our neighborhood.

Thank you for according great weight to our views.

Sincerely,

Helen M. Kramer
Chair

Enclosure

cc: David Winer, Managing Member, Logan Dining LLC