

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

In the Matter of:)
)
Tres Amigos, LLC)
t/a The Getaway)
)
Applicant for a Renewal of a)
Retailer's Class CR License)
)
at premises)
1400 Meridian Place, N.W.)
Washington, D.C. 20010)
)

Case No. 13-PRO-00046
License No. ABRA-086700
Order No. 2013-571

Tres Amigos, LLC, t/a The Getaway (Applicant)

Vickey A. Wright-Smith, Commissioner, Advisory Neighborhood Commission (ANC) 1A

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 1A**

The Application filed by Tres Amigos, LLC, t/a The Getaway, for renewal of its Retailer's Class CR License, was protested by ANC 1A.

The official records of the Board reflect that the Applicant and ANC 1A have entered into a Settlement Agreement (Agreement), dated June 8, 2013, that governs the operation 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 Commissioner Vickey A. Wright-Smith, on behalf of the ANC 1A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1A.

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Accordingly, it is this 20th day of November, 2013, **ORDERED** that:

1. The Application filed by Tres Amigos, LLC, t/a The Getaway, for renewal of its Retailer's Class CR License, 1400 Meridian Place, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1A in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 7 (Ingress and Egress) – This Section shall be modified to read as follows: “Except in the event of an emergency, no patron shall be allowed to ingress or egress at any location except at the designated building entrance.”

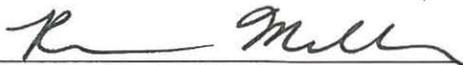
Section 11 (Right to Protest, Notice and Opportunity to Cure) – The second sentence shall be modified to read as follows: “If Applicant or the licensee fails to cure within the 60-day period (or, with respect to a breach which reasonably requires more than 60-days to cure, fails to commence cure of such breach and diligently pursues such cure) such failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(3).”

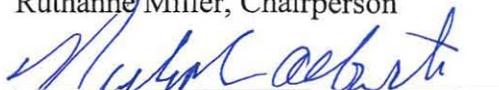
The parties have agreed to these modifications.

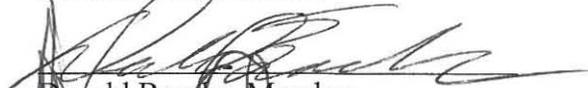
4. Copies of this Order shall be sent to the Applicant and ANC 1A.

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District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, 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).



ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Lisa Kralovic
SMD 1A04 – Laina Aquiline
SMD 1A07 – Thomas Boisvert
SMD 1A10 – Anthony Cimino

SMD 1A02 – Vickey Wright-Smith
SMD 1A05 – Kevin Holmes
SMD 1A08 – Kent Boese
SMD 1A11 – Dottie Love Wade

SMD 1A03 – Steve Swank
SMD 1A06 – Patrick W. Flynn
SMD 1A09 – Bobby Holmes
SMD 1A12 – Rosalind M. Gilliam

AMENDED SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 8th day of ~~May~~^{June} 2013 by and between Tres Amigos, LLC, t/a The Getaway (hereinafter the “Applicant”) and The Neighborhood Advisory Commission 1A (“ANC 1A”)

WHEREAS, Applicant has filed a transfer application with the District of Columbia Alcohol Beverage Control Board (hereinafter “ABC Board”) for issuance of a class “C” license for the restaurant premises located at 1400-1402 Meridian Place, NW (the “Restaurant”).

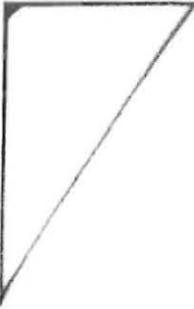
WHEREAS, in recognition of the ABC Board’s policy of encouraging parties to address neighborhood concerns by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby Applicant will agree to adopt certain measures to address the ANC 1A’s concerns and ANC 1A will agree to support the issuance of the ABC License.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

- 1. Noise Suppression:** Sound emanating from any part of the establishment shall not be audible in residential structures in the vicinity. The Restaurant’s operation shall at all times be in compliance with the D.C. Noise Control Act. Applicant will encourage employees and patrons, by posted signs or other printed notation, to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes or generate a noise complaint.

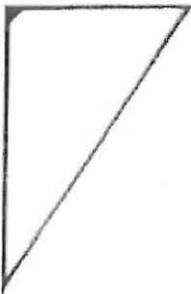
All due diligence shall be made by the Applicant to ensure that there is no loitering in front of or in the vicinity of the Restaurant, especially loud cursing, public drunkenness, fighting and other acts of aggression.

- 2. Hours of Operation:** Applicant shall have the right but not be obligated to open its doors to receive patrons from 10:00 am to 2:00 am Monday through Thursday, 10:00 am to 3:00 am on Friday, 10:00 am to 3:00 am on Saturday and 10:00 am to 2:00 am on Sunday, and shall be allowed to stay open to the maximum allowable hours when the laws governing A.B.C. licensed establishments allows for such



(eg. New Years Eve, Inauguration). There shall be no food or alcoholic beverages served on the patio (summer garden) outside seating areas after 11:00 pm Sunday through Thursday and after 12:00 midnight Friday and Saturday and on the evenings preceding federal holidays. There shall be no food or alcoholic beverages served on the sidewalk cafe outside seating areas after 1:00 am Sunday through Thursday and after 3:00 am Friday and Saturday and on the mornings of federal holidays. Alcoholic beverages may not be carried out of the establishment except that alcoholic beverages may be consumed on the outside seating areas. Food service will be available until at least two (2) hours before closing.

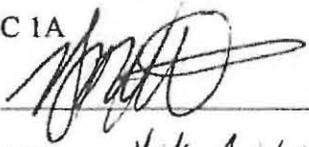
3. **Smoking Policy:** Applicant will encourage all patrons, by posted signs or other printed notation, to smoke only in designated areas. Smoking waste receptacles should be placed on the business frontage on 14th Street.
4. **Trash Removal:** Applicant will maintain regular trash/garbage removal service, a minimum of 3 times per week (days to be decided by owner and business necessity) from the trash and dumpster area and see that those areas are regularly kept clean. The Applicant shall enclose the 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 will conduct regular rodent and pest (insect) abatement.
5. **Removal of Grease and Oils:** Applicant will provide for the proper removal of grease and oils and will not deposit these substances for removal in dumpster.
6. **Litter and Debris Removal:** Applicant will maintain free of trash and litter the public space and streets to a minimum distance of 18 feet from the curb, adjacent to the front of the Restaurant in compliance with applicable D.C. regulations in this respect, as often as needed.
7. **Ingress and Egress:** No patron shall be allowed to ingress or egress at any location except at the designated building's entrance.
8. **Public Space Usage:** No tables or structures shall be placed outside the building without proper licensing and notification, except that tables in the patio (summer garden) shall be allowed for dining purposes during days when weather permits and Applicant may, in accordance with a duly approved sidewalk café permit, allow dining in a sidewalk café area. The Applicant shall, when outside dining tables cannot be used, store them in such a manner that is not a public nuisance or eyesore.
9. **Parking:** Applicant will encourage public transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.
10. **Entertainment:** Applicant will not allow live entertainment on the premises until an entertainment endorsement is obtained.

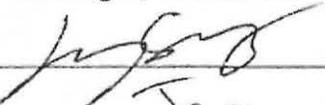


11. Right to Protest, Notice and Opportunity to Cure: In the event the Applicant is in breach of this Agreement, Applicant shall be notified in writing by the person or persons alleging such violations and given an opportunity to cure within sixty (60) days thereafter before action against Applicant on the basis of such violation may be undertaken. If Applicant or licensee fails to cure within the 60 day period (or, with respect to a breach which reasonably requires more than 60 days to cure, fails to commence cure of such breach by diligently pursuing such cure) such failure shall constitute a cause of seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed or hand-delivered to the other Parties to this Agreement at the addresses of record with ABRA. Notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

12. Binding Effect: This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Voluntary Agreement applies.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 8th day of ~~May~~ June 2013.

ANC 1A
 By: 
 Print Name: Vicky A. Wright-Smith

Tres Amigos, LLC t/a The Getaway
 By: 
 Print Name: Jeremy S. Mintz