

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

_____ )	
<b>In the Matter of:</b> )	
)	
Bouche, LLC )	
t/a 1905 )	
)	
Holder of a )	License No. ABRA-077350
Retailer's Class CR License )	Order No. 2013-098
)	
at premises )	
1905 9 <sup>th</sup> Street, N.W. )	
Washington, D.C. 20001 )	
_____ )	

Bouche, LLC, t/a 1905, Licensee

Tony Norman, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)  
1B

Lynn Johnson, on behalf of Westminster Neighborhood Association

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

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Bouche, LLC, t/a 1905 (Licensee), and ANC 1B have entered into a Settlement Agreement (Agreement), dated March 16, 2013, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson Tony Norman and Commissioner Jeremy Leffler, on behalf of ANC 1B; and Lynn Johnson, on behalf of Westminster Neighborhood Association, are signatories to the Agreement.

Accordingly, it is this 24<sup>th</sup> day of April, 2013, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 1 (Nature of Business) – The following language shall be removed: “Any change from this model shall be considered by all parties to be a substantial change in operation and of concern of the Community.”

Section 2 (Public Space and Trash) – The following language shall be removed: “Applicant will not utilize panhandlers or homeless persons to pickup trash and litter.”

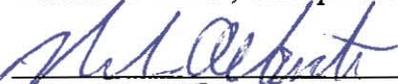
The parties have agreed to these modifications.

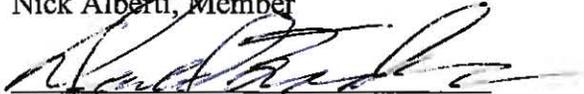
2. Copies of this Order shall be sent to the Licensee, ANC 1B, and Lynn Johnson, on behalf of Westminster Neighborhood Association.

**Bouche, LLC**  
**Bouche, LLC**  
**t/a 1905**  
**License No. ABRA-077350**  
**Page 3**

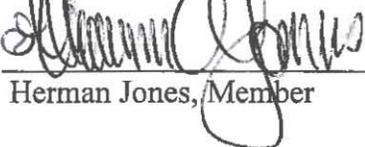
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Ruthanne Miller, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
Donald Brooks, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Voluntary Agreement

2013 MAR 20 A 10:17

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 16<sup>th</sup> day of March, 2013, by and Between Bouche, LLC 1905 9<sup>th</sup> Street AND Advisory Neighborhood Commissioner 1B01, Commissioner Jeremy Leffler ANC 1B02, and the Westminster Civic Association, (Community).

WITNESSETH

WHEREAS, Applicant has applied for a substantial change to their existing Alcoholic Beverage Control (ABC) Retailer's Class CR license for the premises at 1905 9<sup>th</sup> Street, N.W., Washington, DC 20001.

WHEREAS, the Community, is considering support of Applicant's license; and

WHEREAS, the parties have agreed to enter into this Agreement and to request the Alcoholic Beverage Control ("ABC Board") to approve the Applicant's license application conditioned upon 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. Nature of Business. The applicant will manage and operate a sit-down restaurant, bar, and roof deck with occupancy of no more than 103 patrons. Any change from this model shall be considered by all parties to be a substantial change in operation and of concern to the Community.
2. Public Space and Trash. Applicant agrees to obtain a dumpster to be placed in the rear of the building on private space and to contract with a commercial trash hauler for pickup at least twice per week or more as necessary. Applicant agrees to maintain such dumpster in a locked and completely closed position. Applicant shall require its trash and recycling contractors to pick up trash and materials after 9:00 a.m. Applicant will not deposit trash into the dumpster between the hours of 2:00 am and 7:00 am. Applicant will keep the immediate environs to its premises clean of trash and litter, including the abutting sidewalk and the street in the 1900 block of 9<sup>th</sup> Street, NW. This task will be performed two times a week, or as often as reasonably needed. Applicant will not utilize panhandlers or homeless persons to pickup trash and litter.

3. Rats and Vermin Control. The Applicant shall provide rat and vermin control surrounding the dumpster area by providing outside traps and baiting. Applicant shall engage a commercial pest control company and have the premises serviced regularly.
4. Noise and Privacy. Applicant will take all necessary actions to ensure that music and noise from the establishment are not audible from within the adjacent residential properties, and will take steps to reduce noise emanating from the establishment from the opening of the entry and exit doors. Applicant will post signage at the exits to the premises asking patrons to respect neighbors and to be quiet while leaving the venue. In the event that a roof deck is constructed, Applicant will (if permitted under DC law) establish a designated smoking area on the rear of the establishment and will take reasonable efforts to control the noise from patrons using this space.
5. Dancing, Music, Entertainment. Applicant may permit dancing by patrons or employees. Applicant may offer live music inside the premises in the form of small acoustic bands, no larger than 4 people at a time, or a DJ. Applicant will not hold outdoor events and will not offer entertainment outdoors after 11PM. Furthermore, Applicant pledges that it will not turn over to promoters or private organizations the operation and control of the establishment. Notwithstanding the forgoing, Applicant may enter into contracts with individuals and organizations for private parties including political and charity fundraising events. Music on the roof deck will consist only of quiet ambient music played by a DJ or from an alternative music source such as a compact disc or MP3 player, both of which will be located inside the premises. No live music will be permitted on the deck, only quiet ambient music played over small speakers.
6. Hours of Operation and Age Restriction. The Applicant's hours of operation shall be as follows:

Sunday-Thursday	11:00 am to 2:00 am
Friday-Saturday	11:00 am to 3:00 am

\*Applicant may operate until 3:00 am on Sunday's preceding federal holidays. Applicant may operate until 3:00 am on New Year's Eve regardless of the day of the week.

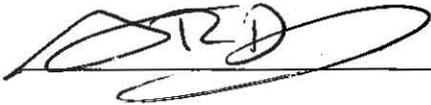
\*\*Applicant will not permit patrons on the premises under the age of 18 after 11:00 pm. This policy will remain in effect in the event of the District of Columbia enacts legislation that is less restrictive than the forgoing.
7. Occupancy. The currently applied for maximum occupancy of the establishment is 103 persons. Applicant shall post the certificate of occupancy in a prominent location in the entryway. Applicant may not expand its occupancy without amendment of this Agreement.

8. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is strongly encouraged to regularly send a representative to ANC 1B meetings, Hospitality Partnership Meetings, PSA 305 Meetings and to Westminster Civic Association meetings. Applicants, upon notice from the ANC 1B or Westminster Association shall send a representative of the establishment to a meeting(s) of the respective organizations to discuss and find reasonable ways to resolve any problems associated with its operations.
9. Binding Effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant.

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

WITNESS:

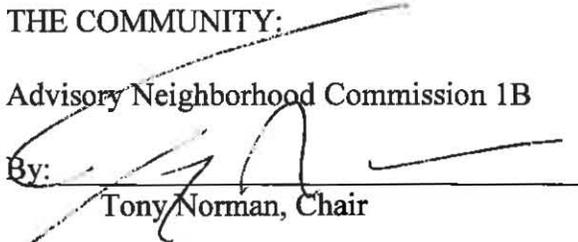
Applicant:  
Bouche, LLC 1905 9<sup>th</sup> Street NW

By: 

Bouche, LLC

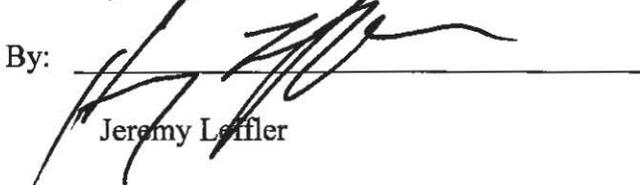
THE COMMUNITY:

Advisory Neighborhood Commission 1B

By: 

Tony Norman, Chair

Advisory Neighborhood Commissioner 1B02

By: 

Jeremy Leffler

Westminster Neighborhood Association

By: 

Lynn Johnson, President



## Advisory Neighborhood Commission 1B

Government of the District of Columbia

2000 14<sup>th</sup> Street N.W., Suite 100B

Washington, DC 20009

Myla Moss, 1B01, Chairperson – Juan Lopez, 1B07, Vice Chairperson  
Lauren McKenzie, 1B09, Secretary – James Turner, 1B08, Treasurer  
Alexandra Lewin-Zwerdling, 1B02 – Sedrick Muhammad, 1B03 – Deborah Thomas, 1B04  
Mary Street, 1B05 – Tony Norman, 1B10 – E. Gail Anderson Hoiness 1B11

2013 MAR 20 A 10:1

September 17, 2012

District of Columbia  
Alcoholic Beverage Control Board  
1400 U Street, NW  
Ste 400S  
Washington, D.C. 20009

Dear Members of the Board:

Please be advised that Advisory Neighborhood Commission 1B, at its regularly scheduled September 6th public meeting, at which a quorum was present, Commission 1B voted to support of the amendment of its voluntary agreement with 1905 Bistro and Bar, located at 1905 9<sup>th</sup> St NW. Our vote was specifically to support increasing occupancy to a total of 103 persons.

Sincerely

Myla Moss  
Chairperson

Lauren McKenzie  
Secretary

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

<b>In the Matter of:</b>	)	
Bouche, LLC,	)	License Number: 77350
t/a 1905	)	ORDER NUMBER: 2009-252
Application for Substantial Change	)	
to Retailer's Class CR License	)	
at premises	)	
1905 9 <sup>th</sup> Street, N.W.	)	
Washington, D.C. 20001	)	

Bouche, LLC, t/a 1905, Applicant

Brianne Nadeau, Chair, Advisory Neighborhood Commission 1B (ANC 1B)

Lynn Johnson, President, Westminster Neighborhood Association

**BEFORE:** Peter B. Feather, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Charles Brodsky, Member  
Donald Brooks, Member  
Herman Jones, Member

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Control Board (Board) reflect that Bouche, LLC, t/a 1905 (Applicant), filed an application for a substantial change to its Retailer's Class CR License located at 1905 9<sup>th</sup> Street, N.W., Washington D.C., Myla Moss, Chair, ANC 1B, and Westminster Neighborhood Association (collectively, the "Parties"), have entered into a Voluntary Agreement (Agreement) dated October 13, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

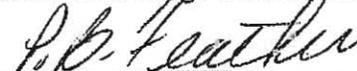
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant, Chairperson Moss, and Lynn Johnson, on behalf of Westminster Neighborhood Association are signatories to the Agreement.

**Bouche, LLC**  
**t/a 1905**  
**License No: 77350**  
**Page 2**

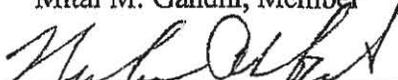
Accordingly, it is this 28<sup>th</sup> day of October 2009, **ORDERED** that:

1. The Application filed by Bouche, LLC, t/a 1905, for a Substantial Change to its Retailer's Class CR license located at 1905 9<sup>th</sup> Street, N.W., Washington D.C., is **GRANTED**;
2. This above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant, ANC 1B, and Westminster Neighborhood Association.

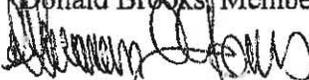
District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

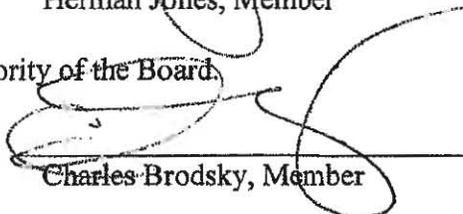
Mital M. Gandhi, Member

  
Nick Alberti, Member

Donald Brooks, Member

  
Herman Jones, Member

I dissent from the position taken by the majority of the Board.

  
Charles Brodsky, 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.

Voluntary Agreement

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 13<sup>th</sup> day of October, 2009, by and Between Bouche, LLC 1905 9<sup>th</sup> Street AND Advisory Neighborhood Commissioner 1B01, Commissioner Myla Moss ANC 1B01, and the Westminster Neighborhood Association, (Community).

WITNESSETH

WHEREAS, Applicant has applied for a substantial change to their existing Alcoholic Beverage Control (ABC) Retailer's Class CR license for the premises at 1905 9<sup>th</sup> Street, N.W., Washington, DC 20001.

WHEREAS, the Community, is considering support of Applicant's license; and

WHEREAS, the parties have agreed to enter into this Agreement and to request the Alcoholic Beverage Control ("ABC Board") to approve the Applicant's license application conditioned upon 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. Nature of Business. The applicant will manage and operate a sit-down restaurant, bar, and roof deck with occupancy of no more than 96 patrons. Any change from this model shall be considered by all parties to be a substantial change in operation and of concern to the Community.
2. Public Space and Trash. Applicant agrees to obtain a dumpster to be placed in the rear of the building on private space and to contract with a commercial trash hauler for pickup at least twice per week or more as necessary. Applicant agrees to maintain such dumpster in a locked and completely closed position. Applicant shall require its trash and recycling contractors to pick up trash and materials after 9:00 a.m. Applicant will not deposit trash into the dumpster between the hours of 2:00 am and 7:00 am. Applicant will keep the immediate environs to its premises clean of trash and litter, including the abutting sidewalk and the street in the 1900 block of 9<sup>th</sup> Street, NW. This task will be performed two times a week, or as often as reasonably needed. Applicant will not utilize panhandlers or homeless persons to pickup trash and litter.

8. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is strongly encouraged to regularly send a representative to ANC 1B meetings, Hospitality Partnership Meetings, PSA 305 Meetings and to Westminster Neighborhood Association meetings. Applicants, upon notice from the ANC 1B or Westminster Association shall send a representative of the establishment to a meeting(s) of the respective organizations to discuss and find reasonable ways to resolve any problems associated with its operations.
9. Binding Effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant.

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

WITNESS:

Applicant:  
Bouche, LLC 1905 9<sup>th</sup> Street NW

By: [Signature]  
Bouche, LLC

THE COMMUNITY:

Advisory Neighborhood Commission 1B

By: [Signature]  
Brienne Nadeau, Chair

Advisory Neighborhood Commissioner 1B01

By: [Signature]  
Myla Moss

Westminster Neighborhood Association

By: [Signature]  
Lynn Johnson, President