

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

In the Matter of:	)	
	)	
Red Bean Restaurant, LLC	)	
t/a Red Bean	)	
	)	
Application for a Retailer's Class	)	
CR License – new application	)	Application No.: 71807
at premises	)	Order No.: 2005-47
3155 Mount Pleasant Street, N.W.	)	
Washington, D.C.	)	
	)	

**Frank Connell, Michael Clements, and Laurie Collins, President, Mount Pleasant Neighborhood Alliance, Signatories**

**BEFORE: 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**

**ORDER ON VOLUNTARY AGREEMENT**

This matter came before the Board for approval on October 20, 2004. The signatories to the Voluntary Agreement, dated October 28, 2004, submitted an agreement to the Board in accordance with D.C. Official Code § 25-446 (2001).

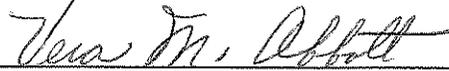
Having determined that the agreement complies with all applicable laws and regulations and the Applicant qualifies for licensure, the Board does hereby this 14th day of September, 2005, **APPROVE** the license application conditioned on the Applicant's compliance with the terms of the Voluntary Agreement and **INCORPORATE** the text of same into the **ORDER**.

Red Bean Restaurant, LLC  
t/a Red Bean  
Application No.: 71807  
Page two

District of Columbia  
Alcoholic Beverage Control Board

---

Charles A. Burger, Chairperson



---

Vera M. Abbott, Member

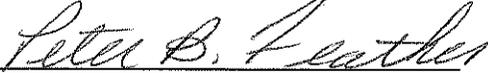


---

Judy A. Moy, Member

---

Audrey E. Thompson, Member



---

Peter B. Feather, Member

---

Albert G. Lauber, Member

---

Eartha Isaac, Member

**VOLUNTARY AGREEMENT BETWEEN Red Bean AND MOUNT PLEASANT  
NEIGHBORHOOD ALLIANCE**

WHEREAS, the Red Bean Restaurant, LLC, t/a Red Bean ("Licensee") has applied for an ABC Class CR license for the premises located at 3155 Mount Pleasant Street, N.W., Washington, D.C. ("establishment"); and

WHEREAS, Mount Pleasant Neighborhood Alliance ("MPNA") has not filed a protest to the issuance of the license; 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 Licensee and MPNA;

NOW, THEREFORE, in consideration of the agreements set forth herein, MPNA agrees to support the award of Licensee's application, and Licensee and MPNA agree to comply with the terms of the Agreement as set forth hereinafter.

A. Licensee agrees:

1. Licensee shall comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class CR license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Licensee.
2. Licensee shall trade under the name "Red Bean" and as approved by the District of Columbia Alcoholic Beverage Control ("ABC") Board. If the Licensee chooses to distribute information to residences or other businesses, it will do so using the postal service or will put information directly in mailboxes or mail slots; specifically, Licensee will not place flyers or similar information sheets on cars, in residents' railings, or in other places where they might fly away and become litter on the streets. Licensee will not deliver bundles of flyers to apartment buildings or dormitories.
3. Licensee shall permit no live music, DJ or live entertainment, cover charges nor charges for admission to the establishment, and shall not provide an atmosphere for dancing, or a dance floor for dancing, or permit the moving of tables and chairs for the purpose of dancing.
4. Licensee, its officers and employees, shall cooperate with the Advisory Neighborhood Commission 1-D ("ANC"), and/or MPNA to address any alleged violation of the laws and regulations referred to in Paragraph A above and in any request that the appropriate enforcement agency investigate an alleged violation.

5. Licensee will not serve alcoholic beverages after the following hours: 10:00 PM on Sunday through Thursday, and 12:00 Midnight on Friday and Saturday. There will be a last call for alcoholic beverages thirty (30) minutes prior to those hours, at which time the limit on service will be one drink per person. Licensee further agrees that it will keep the kitchen open in the establishment to serve food until 30 minutes prior to closing on all days of the week. Should licensee wish to extend hours of operation, MPNA agrees to renegotiate this provision.

6. Licensee, in cooperation with MPNA, shall support community organizations, which seek to alleviate alcohol abuse problems, by participation in meetings and programs, and by other assistance as the circumstances may warrant.

7. Licensee agrees that Licensee is the true and actual owner of the establishment for which the license is sought; that Licensee intends to carry out the business in the establishment for itself and not as the agent of any other individual, landlord, partnership, association or corporation not identified in the application; and that the establishment shall be managed by Licensee's principals in person or by a manager approved by the ABC Board.

8. Licensee will work with the Mount Pleasant business community in an effort to enlist wider business support for clean-up, responsible alcohol service, support of alcohol abuse prevention organizations, and law enforcement activities, including supporting efforts to supplement current efforts to hire private trash services to keep Mount Pleasant Street clean on a daily basis. This role may include, but is not limited to, active participation by principals of licensee in Police Service Area ("PSA") meetings, and consultation with MPNA and the ANC when such participation and consultation are reasonably requested by such organizations.

9. Licensee shall notify MPNA of any application to transfer the license not less than three (3) weeks prior to filing such application with the ABC Board.

10. Licensee shall keep the public space in front and rear of the establishment free of debris and trash, and at the close of each business day, Licensee shall sweep, remove litter from, and wash the area extending from the establishment's storefront to the curb. Notwithstanding the above, washing will not be required if weather conditions in winter would result in unsafe icy conditions on the sidewalk.

11. Licensee shall maintain trash, garbage and recycle material storage facilities in which all containers have lids which are kept securely closed at all time, which containers shall be sufficient to contain all trash, garbage and recycle materials generated by the establishment.

12. Licensee shall recycle glass and metals and shall place such recycle materials in the appropriate storage containers pursuant to paragraph 14 only between the hours of 9:00 a.m. and 9:00 p.m.

13. Licensee shall assure that trash, garbage, and recycle materials are collected by a trash contractor at least three times per week, and only during the hours between 9:00 a.m. and 9:00 p.m.

14. Licensee shall discourage loitering in front of the establishment and will call the police when it becomes aware that loitering is occurring in front of the establishment. Licensee agrees to continue working with the police to determine if a letter from the

owner on file at the premises is sufficient to authorize the police to enforce a no-loitering policy. If the police determine that a letter from the owner is not sufficient, Licensee agrees to place a "no loitering" sign on the premises.

15. Licensee shall post signs in the establishment in both English and Spanish requesting its patrons to maintain quiet when exiting the premises.

16. Licensee shall work cooperatively with MPNA to improve the overall environment on Mount Pleasant Street to make it a more pleasant and safe area for residents, customers and businesses.

17. Licensee shall not knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested by the Metropolitan Police for any alcohol-related crime three times or more in any one year and who has been so identified to the Licensee by the Metropolitan Police by giving a photo and name to the Licensee.

18. Licensee shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and shall prominently display the fact that such sales are prohibited and that patrons are subject to being asked to produce valid proof of age.

19. Licensee shall not place any alcoholic beverage signage/advertising in any window of the establishment, hang any banner outside the establishment that is not authorized by permit, nor obscure the windows of the establishment in such a manner as to eliminate the ability of those outside to see into the establishment from the street.

20. Licensee shall not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service.

21. Licensee shall not provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming beverages."

22. Licensee shall assure that all alcoholic beverages serving staff receives appropriate training in the sale, service and handling of alcoholic beverages from a provider approved by the ABC Board. Licensee shall also assure that the ABC Board approved manager or approved corporate officer on duty in the establishment has received training from a provider approved by the ABC Board, and is displaying identification as an ABC approved manager. All serving and supervisory staff shall receive refresher courses of such training annually. Any new employee shall receive server training within 60 days of starting employment.

23. Licensee shall not serve pitchers or offer any promotion of alcohol for free or two-for-one alcoholic beverages.

24. Licensee shall not sell, deliver or allow consumption of alcohol before or after legal hours of sale, as modified by this Voluntary Agreement.

25. Licensee shall meet quarterly with a representative of MPNA to discuss issues and solutions to problems concerning the operation of the establishment in the neighborhood, if so requested by MPNA.

MPNA Agrees:

1. MPNA shall support award of the Licensee's ABC license in consideration of agreement to these provisions.
2. MPNA shall work with the Metropolitan Police to eliminate illegal alcohol sale and consumption and loitering in Mount Pleasant.
3. MPNA shall meet with the Licensee at Licensee's request to discuss and resolve matters of mutual concern. MPNA shall work in good faith to obtain Voluntary Agreements with all other Class C establishments in the Mount Pleasant area upon substantially similar terms, and it agrees to actively pursue protest actions against any establishment that refuses to comply with the restrictions set forth herein. Protest actions may or may not include MPNA to act as a party to a protest hearing involving such other establishments.

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

**FOR LICENSEE**

By: Frank Connell

Title: Frank Connell

Date: 10/28/04

Red Bean

By: Michael Clements

Title: Michael Clements

Date: 10/28/04

Red Bean

**FOR MPNA:**

By: Laurie Collins

Title: President

Date: 10/28/04

Mount Pleasant  
Neighborhood Alliance

