THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Bullfeathers, LLC	)	
t/a Bullfeathers	)	
	)	
Holder of a	)	License No. ABRA-085100
Retailer's Class CR License	)	Order No. 2016-369
	)	
at premises	)	
410 1st Street, S.E.	)	
Washington, D.C. 20003	)	
	)	

Bullfeathers, LLC, t/a Bullfeathers (Licensee)

Kirsten Oldenburg, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Bullfeathers, LLC, t/a Bullfeathers (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated May 10, 2016, 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 and Chairperson Kirsten Oldenburg, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 8th day of June, 2016, **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 6 (Noise Mitigation) – The third and fourth sentence shall be modified to read as follows: "Applicant agrees to keep its doors and windows closed when music is being played at the establishment, but may open its window panels during such times, provided that the music is not audible beyond the street curbside."

   Section 8 (Restriction on Use of Points for Access/Egress) – The term "permit" shall be replaced for the term "direct".

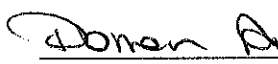
   Section 10 (Compliance with Agency Regulations) – This Section shall be modified to read as follows: "Applicant understands, agrees, and promises that they will maintain compliance with all laws and regulations of the District of Columbia at all times. Specifically, Applicant will ensure strict adherence to ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses."

   The parties have agreed to these modifications.

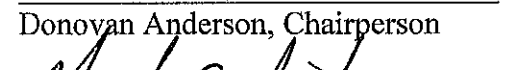
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and

3. Copies of this Order shall be sent to the Licensee and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

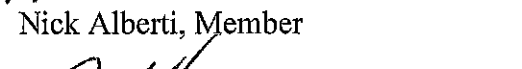


Donovan Anderson, Chairperson

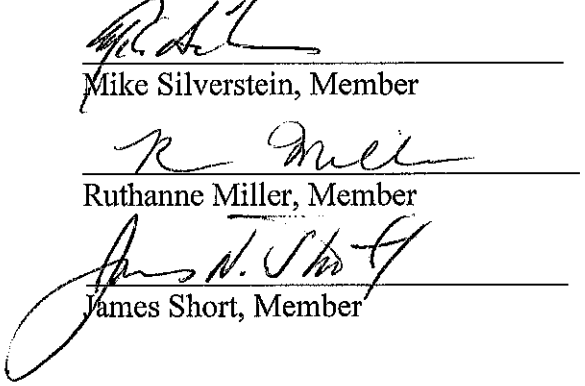


Nick Alberti, Member

Mike Silverstein, Member



Ruthanne Miller, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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 14th Street, N.W., Suite 400S, Washington, DC 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, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) 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) (2004).

SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B
and
Bullfeathers, LLC
d/b/a Bullfeathers

Pursuant to this Settlement Agreement, ("Agreement"), by and between Bullfeathers, LLC (d/b/a Bullfeathers) ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to conduct of business located at 401 1st Street, SE Washington, DC 20003 ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking its approval of, a renewal of its Retailers' Class "C" Restaurant License (ABRA-085100) ("License"); and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the alley immediately behind the Premises; and,

WHEREAS, this is intended to replace in its entirety any and all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.

2. Nature of the Business. Applicant will manage and operate a full-service seated restaurant ("Establishment") at the Premises. Applicant currently seeks a total seating for up to 150 patrons indoors and outside (Sidewalk Café) seating not to exceed 54 patrons. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.

3. Hours of Operation and Sales. Applicant's hours of operation and alcoholic beverage sales may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant's hours of Operation and Sale of Alcohol shall be as follows:

Sunday through Thursday:	11:00 a.m. – 11:00 p.m.
Friday and Saturday:	11:00 a.m. – 2:00 a.m.

Applicant's sale of alcohol within and operation of the Sidewalk Cafe shall be as follows:

Sunday through Thursday:	11:00 a.m. – 11:00 p.m.
Friday and Saturday:	11:00 a.m. – 2:00 a.m.

Provided, however, that (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 3 a.m. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours. These extended hours are for inside the establishment.

4. Requirements for Operation of Sidewalk Café. Applicant shall operate its Sidewalk Café consistent with the terms and conditions of its Public Space Management Branch Certification for such space, and shall cause its employees to maintain the Sidewalk Café in a clean and orderly manner, and not to cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Premises. Applicant shall cause the area extending from the front door(s) to the curb in front of the Establishment to be regularly swept, power-washed, and shall remove litter and debris on not less than a daily basis, weather permitting. Applicant shall provide exterior receptacles for extinguishing and disposing of smoking materials, and such supplemental refuse disposal receptacles as may be reasonably required to contain and minimize public disposal of waste and litter originating from the Premises.

5. Refuse Storage and Disposal. Applicant shall comply with DCMR 21-704.3-704.5 by utilizing and regularly maintaining one or more food waste (garbage) grinder(s) adequate in capacity to dispose of all readily grindable food wastes produced. Non-recyclable waste and recyclable trash (glass, plastic, cardboard and metal cans that have been rendered free to organic materials) shall be disposed of in sealed bags that are placed in appropriate receptacles capable of being sealed with closing lids and otherwise designed for that purpose.

Applicant shall utilize and maintain rodent proof waste and trash containers at the rear of the Premises with sufficient capacity to store all non-grindable garbage and recyclable trash and non-recyclable waste.

Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of exterior trash storage area.

a. Garbage shall be collected 3 times per week and recycling a minimum of 5 times per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
b. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur before 7:00 a.m. or after 10:00 p.m. No glass shall be placed in any exterior receptacle nor otherwise disposed after

10:00 p.m. or before 7:00 a.m. Any glass material needing to be recycled or otherwise disposed between 10:00 p.m. and 7:00 a.m. shall be stored inside Applicant's establishment until at least 7:00 a.m. the following day.

c. Applicant will ensure that recyclables (glass, plastic, cardboard and metals that have been rendered free to organic materials) shall be disposed of in sealed bags that are placed in appropriate waste receptacles capable of being sealed with closing lids and otherwise designed for that purpose.

d. Applicant shall not store or place any foodstuffs, or other consumable goods of any type in the rear of the Premises or on the public alley. No waste of any type shall be placed on or against the abutting property;

e. Any receptacle for recyclables or restaurant supplies such as linens, kegs or firewood will be placed such that it does not encroach on the abutting property owners. Applicant shall ensure that no recyclable waste is placed outside the establishment other than in a fully-closed receptacle. Applicant shall ensure that the lids or doors on all receptacles are fully closed at all times.

f. All receptacles (for garbage, grease and recyclables) shall be secured with lids (as per their design), including while maintained in exterior receptacles and while being hauled to and from sanitation trucks. Applicant shall not place waste in any waste receptacle in any manner that would prevent the full closure of the receptacle.

g. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur, but in no event more than two (2) hours after such spill. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease;

h. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition. Any damaged or leaking containers, including dumpster lids that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.

i. Applicant will daily check the alley and full area behind the Premises and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied;

j. Applicant shall power wash all receptacles, any adjacent waste enclosure, and the adjacent alleyway no less often than once every two weeks. No power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends;

k. Applicant shall cooperate and permit inspection of the Premises as may be reasonable pursuant to ABRA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity; and,

l. Applicant is encouraged to join in any coordinated effort with the adjacent tenants to address any rodent issues regardless of the source of such issues.

6. Noise Mitigation. No objectionable noises, sounds, odors, or other conditions that are publicly observable or emitted beyond the immediate proximity of the Premises will be created

by Applicant. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that Applicant may open its window panels, and that music may be played at such times at a level not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations (e.g. HVAC, grease fan) -- including installing sound absorbing and dampening material around the equipment, if necessary -- to comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors.

Applicant specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725 as it pertains to residential dwellings in the contiguous physical block on which the Premises are located (except for those residential dwellings located within the CHC/C2A overlay), notwithstanding the fact that such neighboring residential units may not fall within the zoning classification otherwise entitled to enforcement of that provision under D.C. Code §25-725(b)(3). Noise mitigating actions may include installation of sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties along the rear of the Premises. Sound absorbing and dampening material will be sufficient to reduce noise to levels that meet DCMR noise regulations at the rear property line.

7. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures abutting the rear entrance to the Premises. Applicant shall not store or place any bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises. Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the Board. Applicant shall maintain property and take landscaping steps, such as removing thick ground cover, trimming bushes, closing rat holes, and using pond stones where needed, to reduce habitat for rats and vermin.

8. Restrictions on Use of Points for Access/Egress. In no event will Applicant encourage or permit commercial third party vendors to park a delivery truck in the public alley at the rear of the Premises between the hours of 10:00 p.m. and 7:00 a.m. Applicant will notify commercial delivery vendors about the above prohibition.

9. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

10. Compliance with ABRA Regulations. Applicant will ensure that it abides by ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses. Violations of DC Agency regulations shall constitute a violation of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

Bullfeathers, LLC
d/b/a Bullfeathers
ABRA# 085100
410 1st Street, SE
Washington, DC 20003
Tony Harris
Owner

Signature: _____ Date: 5/10/16

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Kirsten Oldenburg, Chairperson

Signature: _____ Date: 5-10-16

ANC 6B

Capitol Hill / Southeast

921 Pennsylvania Avenue SE
Washington, DC 20003-2141
6B@anc.dc.gov
202-546-8542

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Vice-Chair
Nick Burger

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SMD 7 *Daniel Chao*
SMD 8 *Chander Jayaraman*
SMD 9 *Daniel Ridge*
SMD 10 *Denise Krepp*

May 16, 2016

Donovan Anderson, Chair
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

VIA E-MAIL: abra.legal@dc.gov

RE: ABRA-085100—Bullfeathers, 410 First Street SE, renewal of Class C Restaurant license

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on May 10, 2016, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 10-0-0 to support the above-referenced ABC license renewal.

For your review and approval, please find attached a Settlement Amendment, which was executed by both parties.

Please contact Commissioner Chander Jayaraman, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-546-2609 or chander6b08@anc6b.org if you have questions or need further information. Thank you.

Sincerely,

Kirsten Oldenburg
Chair

Attachment

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of :	)	
G & S Liapis, Inc. t/a Bull Feathers Restaurant	)	
Application for a Retailer's Class CR License – renewal	)	Case no. 11527-00082P
410 First Street, Southeast Washington, D.C.	)	

Floyd Brown, Protestant

Stratton Liapis, President, on behalf of Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey E. Thompson, Member

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, came before the Board for public hearing on June 7, 2000, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Floyd Brown filed a timely protest letter dated May 19, 2000.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated July 10, 2000, the protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Accordingly, it is this 2nd day of August 2000, **ORDERED** that:

1. The opposition of Floyd Brown, be, and the same hereby, is **WITHDRAWN;**

2. The application of G & S Liapis, Inc. t/a Bull Feathers Restaurant for a retailer's class CR license (renewal), located at 410 First Street, S.E., Washington, D.C., be, and the same hereby, is **GRANTED;**

3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**, and:

4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board

Roderic L. Woodson, Esquire, Chair

Vera Abbott, Member

Charles Burger, Member

Judy Moy, Member

Ellen Opper-Weiner, Esquire, Member

Audrey E. Thompson, Member

#11527

TERMS OF AGREEMENT

The following are the term of agreement between G & S Liapis, Inc. (t/a Bull Feathers Restaurant) and the undersigned. This agreement is in response to Ret. CR - renewal application, Case No 11527-00082P.

Terms of Agreement

1. G & S Liapis, Inc. shall maintain in a clean and sanitary manner the area housing the trash dumpsters located in the side alley for Bull Feathers restaurant. To accomplish this, G & S Liapis, Inc. shall (weather permitting) sweep the area each morning before 9:00 a.m. and sweep and hose down the area each ~~evening~~ ~~prior to closing~~ morning 8:00.

2. G & S Liapis, Inc. shall keep the lids on the dumpsters closed at all times.

3. G & S Liapis, Inc. shall maintain the front of Bull Feathers restaurant in a clean and sanitary manner. To accomplish this, G & S Liapis, Inc. shall (weather permitting) sweep, and hose down if necessary, the front area, including the tree box directly in front of the establishment, each evening prior to closing.

As a result of G & S Liapis, Inc. carrying out the above terms, the undersigned agrees to drop all opposition to the renewal of the above referenced application.

Stratton Liapis

Floyd M. Brown — 7/10/00

Floyd M.. Brown — Date

2000-7-14-006

Note to Laura Byrd re Case No 11527-00082P

July 13, 2000

2000 JUL 14 PM 3:21

Per your instructions I have attached the original signed copy of the agreement for the above case. Thanks for your assistance.

JM Brown