

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

_____)	
In the Matter of:)	
)	
Rose's 1, LLC)	
t/a Rose's Luxury)	
)	
Holder of a)	
Retailer's Class CR License)	License No. ABRA-090884
)	Order No. 2013-425
)	
at premises)	
717 8 th Street, S.E.)	
Washington, D.C. 20003)	
_____)	

Rose's 1, LLC, t/a Rose's Luxury (Licensee)

Brian Flahaven, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B

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

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Rose's 1, LLC, t/a Rose's Luxury, (Licensee), and ANC 6B, entered into a Settlement Agreement (Agreement), dated December 11, 2012, 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 11, 2013, 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 Brian Flahaven, on behalf of ANC 6B, are signatories to the Amendment.

Rose's 1, LLC
t/a Rose's Luxury
License No. ABRA-090884
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Accordingly, it is this 25th day of September, 2013, **ORDERED** that:

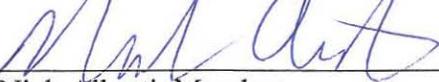
1. The above-referenced Amendment to Settlement Agreement, dated September 11, 2013, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the previous Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

Rose's 1, LLC
t/a Rose's Luxury
License No. ABRA-090884
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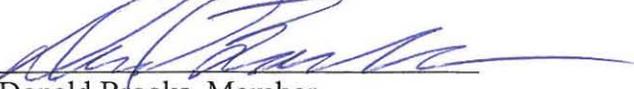
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



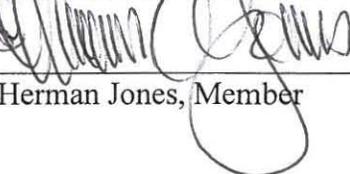
Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected 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.

ANC 6B

Capitol Hill / Southeast

921 Pennsylvania Avenue SE
Suite 305
Washington, DC 20003-2141
202-543-3344 (office)
202-543-3507 (fax)
office@anc6b.org

Executive Director
Susan Eads Role

September 12, 2013

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

VIA E-MAIL: tesha.anderson@dc.gov

OFFICERS

Chair
Brian Flahaven

Vice-Chair
Ivan Frishberg

Secretary
Phillip Peisch

Treasurer
Brian Pate

Parliamentarian
Nichole Opkins

RE: ABRA—090884, Rose's Luxury, 717 8th Street SE, Substantial Change, Addition of Outside Roof Deck Patio

Dear Ms. Miller:

At its regularly called, properly noticed meeting on September 10, 2013, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 8-1 to support the above-referenced request.

For your review and approval, please find enclosed an Amendment to the Voluntary Amendment, which was executed by both parties.

Please contact Commissioner Sara Loveland, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-330-8745 or sara6b07@anc6b.org if you have questions or need further information. Thank you.

COMMISSIONERS

SMD 1 *David Garrison*
SMD 2 *Ivan Frishberg*
SMD 3 *Phillip Peisch*
SMD 4 *Kirsten Oldenburg*
SMD 5 *Brian Pate*
SMD 6 *Nichole Opkins*
SMD 7 *Sara Loveland*
SMD 8 *Chander Jayaraman*
SMD 9 *Brian Flahaven*
SMD 10 *Francis Campbell*

Sincerely,



Brian Flahaven
Chair

Enclosure

AMENDMENT TO AGREEMENT

This Amendment to the Voluntary Agreement ("Agreement") is made this 11th day of September 2013 by and between ROSES, LLC ("Applicant") and Advisory Neighborhood Commission 6B ("ANC 6B").

WITNESSETH

WHEREAS, Applicant is the current owner and operator of an ABC-licensed establishment located at 717 8th St. SE, Washington, DC 20003, and

WHEREAS, ANC 6B and the Applicant entered into an Agreement dated 12/11, 2012, and

WHEREAS, the Applicant has applied to extend its license to cover an outside roofdeck patio.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Hours.** At the end of paragraph 3, the following shall be added:

Applicant's hours of operation for its outside roofdeck patio shall be:

Monday through Thursday: 10 am – 11 pm
Friday and Saturday: 10 am – midnight

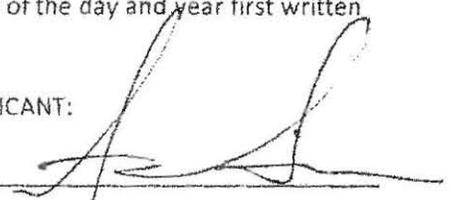
3. **Trash.** The last sentence Paragraph 6 shall be replaced with the following, "Applicant shall ensure that all grease is placed in a secure well-maintained container. Any grease leak shall be cleaned up promptly and all containers shall be properly maintained and replaced when damaged or leaking. Applicant will ensure timely trash disposal that is the least disruptive to the neighbors. Commercial trash pick-up in residential areas takes place between 7 am – 7 pm. Applicant shall not allow for its trash to be picked up outside of those hours."
4. **Rodent and Vermin Control.** Paragraph 7 shall be replaced with the following: "The Applicant shall provide rat and vermin control for its property. Applicant shall maintain property and take landscaping steps, such as removing weeds and other vegetation and closing rat holes, to reduce habitat for rats and vermin. Applicant shall have the Establishment and the area around the Premises cleaned at the end of each night to ensure that there is not garbage or grease present the following morning."
5. **Outside Roofdeck Patio Restrictions.** Add a new paragraph 10 that reads: "**Outside Roofdeck Patio Restrictions.** Seating on the outside roofdeck patio shall be limited to a maximum of 12 patrons. Should there be complaints be neighbors regarding sound from the roofdeck patio, Applicant shall consult a sound mitigation expert and consider practical measures to limit the extent to which sound from the outdoor patio reaches nearby residential neighbors. The outside roofdeck patio shall be designed, built, and/or organized to ensure that patrons on the outside roofdeck patio are not able to see into the yards or

windows of nearby residents (e.g., using fencing or lattice work). The west side wall on the outside patio shall be no shorter than 6 feet tall."

6. **Agreement Otherwise in Full Force and Effect.** Except as otherwise explicitly provided herein, the most recent Agreement shall remain in full force effect and the Agreement and this Amendment shall constitute the agreement between the parties. The Agreement and Amendment may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

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

APPLICANT:



By:

Aaron Silbermar

Date:

9/11/13

ANC 6B



By:

Brian Flahaven, Chair

Date:

09/15/13

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

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In the Matter of:)	
)	
Rose's 1 LLC)	
t/a Rose's Luxury)	
)	
Applicant for a New)	
Retailer's Class CR License)	License No. ABRA-090884
)	Order No. 2013-023
at premises)	
717 8 th Street, S.E.)	
Washington, D.C. 20003)	
<hr/>)	

Rose's 1 LLC, t/a Rose's Luxury (Applicant)

Andrew Jared Critchfield, Chairperson, Advisory Neighborhood Commission (ANC) 6B

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Rose's 1 LLC, t/a Rose's Luxury, Applicant for a new Retailer's Class CR license, located at 717 8th Street, S.E., Washington, D.C., and ANC 6B have entered into a Settlement Agreement (also known as Voluntary Agreement), dated December 11, 2012, that governs the operation of the Applicant's establishment.

The Settlement Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Andrew Jared Critchfield, on behalf of ANC 6B, are signatories to the Settlement Agreement.

Rose's 1 LLC
t/a Rose's Luxury
License No. ABRA-090884
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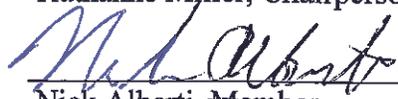
Accordingly, it is this 16th day of January, 2013, **ORDERED** that:

1. 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; and
2. Copies of this Order shall be sent to the Applicant and ANC 6B.

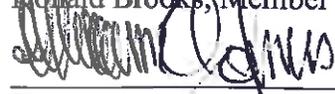
Rose's 1 LLC
t/a Rose's Luxury
License No. ABRA-090884
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District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT is made on this 11th day of December, 2012 by and between Rose's 1, LLC, t/a Rose's Luxury, and Advisory Neighborhood Commission 6B.

W I T N E S S E T H

WHEREAS, Applicant has applied for a new Class C Restaurant License # ABRA-090884, for premises at 717 8th Street SE, Washington, DC, 20003, which is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issuance of a Restaurant Class C License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant will manage and operate a restaurant at the listed address. There will be no amplified live music or live entertainment on the premises.
3. ***Hours of Operation and Sales.***

The Applicant's hours of sales and service for inside the restaurant shall be as follows:

Sunday – Thursday 8:00 a.m. – 2:00 a.m.
Friday and Saturday 8:00 a.m. – 3:00 a.m.

Hours for sales and service at the sidewalk café shall be:

Sunday – Saturday 10:00 a.m. to 12:00 a.m.

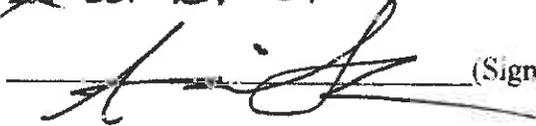
4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the first floor and second floors, with a sidewalk cafe. Applicant will provide seating for 75 patrons inside the restaurant, and 12 patrons at the sidewalk café, but will not exceed the limits provided in the Certificate of Occupancy from DCRA, and the Certificate of Use provided by DDOT.
5. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725. Applicant will not operate the premises as a nightclub, dance venue, or similar venue.
6. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), 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 sufficiently to assure that refuse and other materials are promptly removed. Applicant agrees to minimize noise from end of the day clean-up. Commercial trash pick up in residential areas will only take place between 7 a.m.-9 p.m.
7. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property, as necessary. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure no garbage and odors are present the following morning.
9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant agrees that it shall take all necessary steps to minimize such problems.

Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.

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

Applicant: Rose's 1, LLC
 t/a Rose's Luxury
 717 8th Street SE
 Washington, DC 20003
 Attn: Aaron Silverman

~~202~~ 301-787-3178

 (Signature)

ANC: Advisory Neighborhood Commission
 703 D Street, SE
 Washington, DC 20003
 Jared Critchfield, Chairperson
 (202) 543-3344

 (Signature)