

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

In the Matter of:)	
)	
ANB 623, LLC)	
t/a Beuchert's Saloon)	
)	
Holder of a)	
Retailer's Class CR License)	License No. ABRA-089616
)	Order No. 2014-008
at premises)	
623 Pennsylvania Avenue, S.E.)	
Washington, D.C. 20003)	

ANB 623, LLC, t/a Beuchert's Saloon (Licensee)

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

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 ANB 623, LLC, t/a Beuchert's Saloon, (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated October 9, 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 and Chairperson Brian Flahaven, on behalf of ANC 6B, are signatories to the Agreement.

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t/a Beuchert's Saloon
License No. ABRA-089616
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Accordingly, it is this 8th day of January, 2014, **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 modification:

Section 6 (Noise, Odor, and Privacy) – This section shall be modified to read as follows: “No objectionable noises, sounds, odors or other conditions will be created by the 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, except as otherwise provided in Section 25-725, audible in any other premises. Applicant agrees to keep its doors closed when music is being played at the establishment. Applicant may open its window panels and music may be played at a level not audible beyond the street curbside.”

The parties have agreed to this modification.

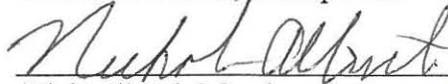
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

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District of Columbia
Alcoholic Beverage Control Board



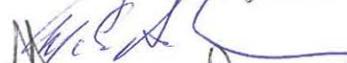
Ruthanne Miller, Chairperson



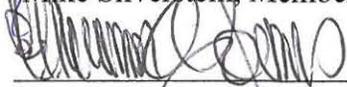
Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, Member

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

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 9th day of October 2013 by and between Beuchert's Saloon ("Applicant"), and Advisory Neighborhood Commission 6B, (Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for a license for premises, 623 Pennsylvania Ave SE, Washington, DC, 20003, 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 issue of a Retailers' Class "C" Restaurant Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Settlement 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 shall manage and operate at the address a place that is regularly used for the sale and service of prepared food and alcoholic beverages. The license shall have limited indoor seating of 49 patrons and outside (rear patio) voluntary seating not to exceed 20 patrons.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:
 - Inside Services
 - Sunday through Thursday 9 AM to 2 AM
 - Friday and Saturday 9 AM to 3 AM
 - Rear Patio Services
 - Sunday through Thursday 9 AM to 10 PM
 - Friday and Saturday 9 AM to 10 PM

Provided that: (a) on days designated by the ABC Board as "Extended Hours for ABC Establishments" Applicant may operate (including sale and consumption) for one hour later than the hours listed above; (b) in the event that the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for the Inauguration), Applicant may avail itself of such extended hours; and (c) on January 1 of each year, Applicant may operate (including sale and consumption) until 3:00 a.m.

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment according to the occupancy indicated on the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs.
5. **Sidewalk Café.** Applicant will operate its sidewalk café in accordance with the Public Space Management Branch Certification. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness.
6. **Noise, Odor, and Privacy.** ANC consents to issuance of an entertainment endorsement. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall take all necessary actions to ensure that music, noise and vibration from the Establishment. Applicant may open its window panels, and that music may be played at such times at a level not audible beyond the street curbside. No live entertainment shall be presented on the sidewalk café. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors. The applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with the applicant's operations..
7. **Public Space and Trash.**
 - a. Applicant shall keep its entire property and 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.
 - b. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Applicant shall ensure that no trash is placed outside the establishment other than in a fully-closed dumpster. Applicant shall ensure that the lids on all dumpsters are fully closed at all times. Applicant shall not place trash in its dumpster in any manner that would prevent the full closure of the dumpster. Applicant shall ensure that all dumpsters used are properly maintained and replaced when damaged.
 - c. Applicant shall ensure that all grease is placed in a secure well-maintained

container inside the property where possible. Any grease leak shall be cleaned up promptly and all containers shall be properly maintained and replaced when damaged or leaking.

d. Applicant will ensure timely trash disposal that is the least disruptive to the neighbors. To that end, no glass shall be recycled or otherwise disposed after 10 p.m. or before 7 a.m. Any glass material needing to be recycled or otherwise disposed between 10 p.m. and 7 a.m. shall be stored inside the Applicant's establishment until 7 a.m.

e. Commercial trash pick up in residential areas takes place between 7 a.m.-7 p.m. Applicant shall not allow for its trash to be picked up outside of those hours.

8. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are no garbage and odors present the following morning.
9. ***Security Cooperation in Stemming Criminal Activity and Public Drinking.*** Applicant agrees that it shall take all reasonable steps to minimize such problems, including, without limitation, providing a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting criminal activity within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.
10. ***Compliance with ABRA Regulations.*** Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees.
11. ***Cancellation of previous Agreements.*** Except as otherwise explicitly provided herein, this Agreement shall have full force effect and shall constitute the agreement between the parties. This agreement may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law. All other previous Voluntary or Settlement agreements are rendered null and void.

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

Applicant: Beuchert's Saloon
 ABRA# 089616
 623 Pennsylvania Ave. SE
 Washington, DC 20003
 Brendan McMahon, Managing Member
 720-938-6278

Signature: B. Flahaven

Date: 10/9/13

Advisory Neighborhood Commission 6B
Washington, DC 20003
Brian Flahaven, Chairperson
(202) 543-3344
Fax (202) 543-3507

Signature: B. Flahaven

Date: 10/14/13