

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

<b>In the Matter of:</b>	)	
819 Upshur Street, LLC	)	
t/a Twisted Horn	)	
Holder of a	)	
Retailer's Class CT License	)	License No. ABRA-098175
at premises	)	Order No. 2016-348
819 Upshur Street, N.W.	)	
Washington, D.C. 20011	)	
	)	

819 Upshur Street, LLC, t/a Twisted Horn (Licensee)

Vann-Di Galloway, Chairperson,, Advisory Neighborhood Commission (ANC) 4C

**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 819 Upshur Street, LLC, t/a Twisted Horn (Licensee), and ANC 4C have entered into a Settlement Agreement (Agreement), filed April 13, 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 Vann-Di Galloway, on behalf of ANC 4C, are signatories to the Agreement.

Accordingly, it is this 1st 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 modification:

Section 4 (Sidewalk Seating) – This Section shall be modified to read as follows: “Applicant will ensure patrons do not utilize abutting stoops as seating during business hours. Applicant will direct that its employees inspect the sidewalk area on a regular basis to ensure its cleanliness.”

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 4C.

District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson

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Nick Alberti, Member



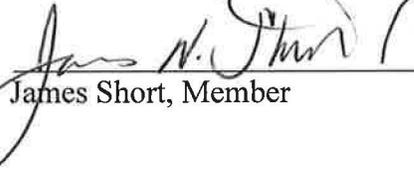
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Mike Silverstein, Member



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Ruthanne Miller, Member



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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 14<sup>th</sup> 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

This Settlement Agreement ("Agreement") is made on this 13th day of April, 2016 by and between 819 Upshur Street, LLC ("Applicant"), and Advisory Neighborhood Commission 4C, (Collectively, the "Parties").

### WITNESSETH

WHEREAS, Applicant's application for a Summer Garden or Sidewalk Café endorsement for premises, 819 Upshur Street, NW, Washington, DC, 20011, 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 Summer Garden or Sidewalk Café endorsement 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 will manage and operate a CR license at the listed address. The license shall have limited indoor seating of 34 patrons and outside (back yard) seating of 40 patrons.
3. Hours of Operation and Sales. The Applicant's hours of operation shall be as follows:  
  
Monday through Friday 2 p.m. – 2 a.m.  
Saturday 11 a.m. - 2 a.m.,  
Sunday 11 a.m. - 1 a.m.

The Applicant's hours of operation in the Summer Garden or Sidewalk Café shall be as follows:

- Monday through Friday 2 p.m. – 10 p.m.  
Saturday 11 a.m. – 10 p.m.,  
Sunday 11 a.m. – 10 p.m.

4. Sidewalk Seating. Applicant will provide seating for patrons in the public space to ensure patrons do not utilize abutting stoops. Applicant will direct that its employees inspect the sidewalk area on a regular basis to ensure its cleanliness.

5. Noise and Privacy. Applicant will strictly comply with D.C. Official Code § 25-725 and has made architectural improvements to the property and has taken 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

the property line in the back. Applicant agrees that at no time will music be audible in the summer garden area and that no music, live or recorded, will be played, amplified in the summer garden area at the rear of the establishment. Applicant agrees to close windows, no matter the season, by 9:00pm each day. Applicant will post a sign requesting that patrons exit quietly and be respectful of the neighborhood.

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, snow, ice 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 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 will ensure timely disposal no less than three (3) times per week that is the least disruptive to the neighbors. Commercial trash pick up in residential areas takes place between 7 a.m.-7 p.m.

7. 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 not garbage and odors present the following morning.

8. Security Cooperation in Stemming Illegal Drugs and Public Drinking. Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating 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 sales or use of illegal drugs 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. This will include providing an appropriate security at all times when the Establishment is open to the public. The Applicant shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.

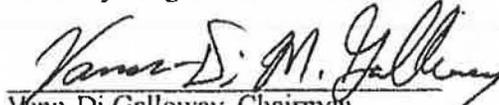
9. Compliance with ABRA Regulations. Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees.

In witness whereof, the parties have executed this Settlement Agreement as of the day and date first written above.

Applicant:

  
819 Upshur Street, LLC

Advisory Neighborhood Commission 4C:

  
Vann-Di Galloway, Chairman