

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

In the Matter of:)
)
as you are, LLC)
t/a as you are)
)
Application for a New)
Retailer's Class CT License)
)
at premises)
500 8th Street, SE)
Washington, D.C. 20003)
)

License No.: ABRA-119997
Order No.: 2022-058

as you are, LLC, t/a as you are, Applicant

Corey Holman, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that as you are, LLC, t/a as you are (Applicant), Applicant for a new Retailer's Class CT License and ANC 6B have entered into a Settlement Agreement (Agreement), dated February 9, 2022, that governs the operations of the Applicant's establishment.

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

Accordingly, it is this 16th day of February 2022, **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.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a143088e30c01f9e4b73000a18c08

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 847e3770c22ef6c811c33282949f

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3cadf0e146d74b75bd7917d201

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b580e91845e1f0e4016155e5c1201cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172031f20594874918560c2a4185f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5d27bda7f0f0040ec14adeb32541ce5

Edward S. Grandis, 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 II 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

As You Are, LLC t/a As You Are Tavern

Pursuant to this Settlement Agreement, ("Agreement"), by and between As You Are, LLC ("Applicant") t/a As You Are Tavern ("Establishment") 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 the operation of Applicant's business located at 500 8th 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 new Retailers' Class "CT" Tavern (ABRA License No. 119997) ("License"); and

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorializing in this Agreement 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 areas surrounding the Premises;

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 tavern with on-site prepared foods, beverage service as well as entertainment and dancing at the Premises. Applicant currently seeks a total indoor occupancy of up to 180 persons / total seating for up to 170 patrons, plus up to 24 seats on the sidewalk café. In no event shall Applicant operate the Establishment in excess of its approved Certificate of Occupancy.

Further, Applicant voluntarily agrees to undertake and sustain the conditions listed below and shall make a "good faith effort" to sell and serve food during its hours of operation. For purposes of this agreement, a "good faith effort" to sell or serve food shall be met if the Applicant maintains a kitchen, kitchen staff, and the supplies and equipment necessary for the daily preparation and service of prepared food menu items and offers food service until at least one (1) hour prior to closing

3. Operational Conditions. ANC 6B agrees to support the issuance of an Endorsement to permit live entertainment and dancing contingent on the following conditions:

- a. Applicant shall strictly comply with Section 7. (Noise Mitigation) of this Settlement Agreement to ensure that sound, noise, and vibrations are not audible or felt beyond the curb or in any other premises at any time.
- b. Applicant shall provide appropriate number of staff to monitor the departure of its patrons through the 8th Street entrance/exit of the Premises to ensure patrons' safety and make reasonable efforts to prevent loud voices and littering.
 - i. On nights with Entertainment, from two hours before closing until guests depart,

Applicant shall provide 4 staff members to monitor the departure of its patrons through the 8th Street entrance/exit of the Premises.

- ii. On nights without Entertainment, from two hours before closing until guests depart, Applicant shall provide 2 staff members to monitor departures of its patrons through the 8th Street entrance/exit of the Premises.

c. Applicant will submit a Board-approved Security Plan

4. Hours of Operation, Sale, Service, and Consumption. Applicant's hours of operation, and alcoholic beverage sales, service, and consumption 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:

Hours of Operation:

Sunday thru Thursday: 12:00 p.m. - 12:00 a.m.

Friday and Saturday: 12:00 p.m. - 3:00 a.m.

Interior Sales and Service:

Sunday thru Thursday: 12:00 p.m. - 11:30 p.m.

Friday and Saturday: 12:00 p.m. - 2:00 a.m.

Consumption of Alcohol:

Sunday thru Thursday: 12:00 p.m. - 11:30 p.m.

Friday and Saturday: 12:00 p.m. - 2:30 a.m.

Sidewalk Café Sales, Service, and Consumption:

Sunday thru Thursday: 12:00 p.m. - 10:00 p.m.

Friday and Saturday: 12:00 p.m. - 11:00 p.m.

Live Entertainment & Dancing (indoors only):

Sunday & Thursday: 12:00 p.m. - 12 a.m. Midnight

Friday and Saturday: 12:00 p.m.- 1:30 a.m.

***Sunday Through Thursday after 8:00 PM amplified music permitted no louder a conversational level*

Provided, however, that without further approval of ANC 6B (1) on days designated by the DC ABC Board as "extended hours for ABC Establishments," Applicant may sell and serve alcoholic beverages and permit Live Entertainment and until such time as the law permits; (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 until such time that the law permits. The Applicant must submit any application required by ABRA for such additional hours of operation.

5. Requirements for the Operation of Sidewalk Cafe. Applicant shall operate its Sidewalk Cafe consistent with applicable permits and the law. Applicant shall maintain the Sidewalk Cafe

in a clean and orderly manner by sweeping the area extending from the front or side of the cc Premises to the curb to be on at least a daily basis. Applicant may not place any signboards or similar items beyond or outside the area designated by its public space permit.

Applicant shall confine its Sidewalk Café to the existing permitted area defined by a railing extending along 8th Street to the entry door of the Premises. The Sidewalk Café will not extend past the eastern side of the entry door of the Premises in public or curb space since it would unduly affect the residential zoned property on E Street SE. Provided however, that the Applicant may use available public space along 8th Street SE for outdoor seating as may be approved by the Mayor or designee, during any period that indoor occupancy is decreased or restricted by applicable law.

6. Refuse Storage and Disposal. Applicant has and will utilize a trash storage room inside of the Premises. Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and maintenance of the trash storage room:

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage, non-recyclable waste, and recycling not less than four (4) days per week, and grease as needed (or such more frequent schedules as may be necessary);
- b. Applicant will not schedule garbage, recyclables, and grease collections between 10:00 p.m. and 7:00 a.m. and will not leave refuse storage bins outside during those hours;
- c. Applicant shall store or place all kegs, foodstuffs, or other consumable goods of any type on the Premises and shall not place any receptacle for restaurant supplies such as linens or other supplies on the on the exterior of the Premises ;
- d. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur;
- e. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition;

7. Noise Mitigation Applicant specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725. and notes that both sides of the 800 block of E Street SE are presently zoned residential except for the Premises and other buildings with frontage on 8th Street SE, which is zoned mixed use. Applicant has created and will adhere to its' noise mitigation plan attached to this SA, which includes noise mitigation/scheduled improvements within the Premises to ensure that music, noise, and vibrations from the Establishment are not audible or felt beyond the curb of the Establishment or in any other premises at any time. *(Attached to the SA is the Applicant's Noise Mitigation/schedule Plan detailing current and future noise mitigation improvements.)*

Applicant will take all reasonable steps necessary including installing sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties to comply with DC regulations concerning mechanical noise.

Applicant agrees to keep its doors and windows closed when music is being played at the establishment. Applicant agrees to keep all windows and drapes closed along the E Street side of the Premises during the hours of live entertainment. Applicant will, take commercially reasonable

steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors. No patrons will enter or exit from the E Street SE doorway at any time except in an emergency. Applicant will encourage patrons to exit along 8th Street SE

8. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application pest control services. 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 is encouraged to join in any coordinated effort with the adjacent establishments and neighbors to address any rodent issues regardless of the source of such issues.

9. Deliveries and Use of Points for Access/Egress. To the extent practicable, Applicant, will notify and encourage all commercial third-party vendors to park delivery trucks in designated loading zones along the front of the Establishment and not occupy residential parking areas. Applicant shall identify with appropriate signage the entrance/exit door on E Street SE as an emergency exit only and shall direct patrons to enter/exit through the 8th Street SE door.

10. Security Cooperation in Stemming Loitering and Illegal Drugs. With the express understanding that the Applicant cannot stop people from congregating in public space, Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Staff shall not congregate outside during breaks along the E Street SE side of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drug within the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur

11. Compliance with Agency 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. Without limiting ANC6B's ability to request enforcement action by ABRA, nothing in this agreement is intended or should be interpreted to impose more than one penalty on the Applicant for a single offense

12. Notice and Opportunity to Cure. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10-day period (or a breach which reasonably requires more than 10 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABRA Board pursuant to D.C. Code§ 25-447. Notice hereunder shall be sent via email to the addresses provided for each party below or such other address as directed in writing. Notice shall be deemed given one (1) calendar day after the email transmission is initiated by the sender.

Applicant will provide an email address to a representative of the ANC through which any comments or concerns about the nature of the operation of the Establishment can be addressed and resolved. Applicant will also provide the ANC with a phone number of an onsite manager who can address any concerns related to the fulfillment of the obligations set forth in this Agreement at any time that the Applicant is operating.

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

Applicant:

As You Are LLC, t/a As You Are
500 8th Street, SE
Washington, DC 20003
Jo McDaniel, Member
Jo@asyouarebar.com

Signature: _____


Jo McDaniel (Feb 9, 2022 16:22 EST)

Date: Feb 9, 2022

Rach Pike, Member
Rach@asyouarebar.com

Signature: _____

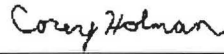


Date: Feb 9, 2022

ANC:

Advisory Neighborhood Commission, 6B
921 Pennsylvania Avenue, SE
Washington DC 20003
Corey Holman, Chairperson
6B06@anc.dc.gov

Signature: _____



Date: Feb 9, 2022












20220209-As You Are SA REVISED CLEAN

Final Audit Report

2022-02-09

Created:	2022-02-09
By:	Richard Bianco (rich@lawrjb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwiOJgWzol8A4A0JB6sJw3tk4OSyMm5dQ

"20220209-As You Are SA REVISED CLEAN" History

-  Document created by Richard Bianco (rich@lawrjb.com)
2022-02-09 - 9:15:10 PM GMT - IP address: 50.210.137.33
-  Document emailed to Jo McDaniel (jo@asyouarebar.com) for signature
2022-02-09 - 9:17:44 PM GMT
-  Email viewed by Jo McDaniel (jo@asyouarebar.com)
2022-02-09 - 9:21:17 PM GMT - IP address: 66.102.8.94
-  Document e-signed by Jo McDaniel (jo@asyouarebar.com)
Signature Date: 2022-02-09 - 9:22:23 PM GMT - Time Source: server- IP address: 172.58.190.160
-  Document emailed to Rach Pike (rach@asyouarebar.com) for signature
2022-02-09 - 9:22:25 PM GMT
-  Email viewed by Rach Pike (rach@asyouarebar.com)
2022-02-09 - 9:22:30 PM GMT - IP address: 66.102.8.94
-  Document e-signed by Rach Pike (rach@asyouarebar.com)
Signature Date: 2022-02-09 - 9:23:05 PM GMT - Time Source: server- IP address: 172.58.188.89
-  Document emailed to Corey Holman (6b06@anc.dc.gov) for signature
2022-02-09 - 9:23:07 PM GMT
-  Email viewed by Corey Holman (6b06@anc.dc.gov)
2022-02-09 - 9:24:02 PM GMT - IP address: 69.140.146.28
-  Document e-signed by Corey Holman (6b06@anc.dc.gov)
Signature Date: 2022-02-09 - 9:26:24 PM GMT - Time Source: server- IP address: 146.142.1.10
-  Agreement completed.
2022-02-09 - 9:26:24 PM GMT

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

In the Matter of:)
)
as you are, LLC)
t/a as you are)
)
Application for a New)
Retailer's Class CT License)
)
at premises)
500 8th Street, SE)
Washington, D.C. 20003)
)

License No.: ABRA-119997
Order No.: 2022-059

as you are, LLC, t/a as you are, Applicant

Amy Muhlberg, Abutting Property Owner

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that as you are, LLC, t/a as you are (Applicant), Applicant for a new Retailer's Class CT License and Amy Muhlberg, Abutting Property Owner, have entered into a Settlement Agreement (Agreement), dated February 9, 2022, that governs the operations of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Amy Muhlberg are signatories to the Agreement.

Accordingly, it is this 16th day of February 2022, **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 parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 4c1322856437f94873503011d009

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ee378922d6f6b91b332842f48e

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 25543fca4fba146d74b75bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e61843e1f9e4016155e5c1281cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172051f0559447491b556c2a41815

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5927bda7f0f0040ec14adab52541ce5

Edward S. Grandis, 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 II 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
ABUTTING PROPERTY OWNER AT 807 E STREET SE

and

As You Are, LLC t/a As You Are Tavern

Pursuant to this Settlement Agreement, ("Agreement"), by and between As You Are, LLC ("Applicant") t/a As You Are Tavern ("Establishment") and Amy Muhlberg, the owner of the abutting property at 807 E Street SE, (collectively, the "Parties"), the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to the operation of Applicant's business located at 500 8th 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 new Retailers' Class "CT" Tavern (ABRA License No. 119997) ("License"); and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; 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 minimize the adverse impact on the peace, order, and quiet of the neighborhood and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, Applicant and Amy Muhlberg, the owner of 807 E Street SE, agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. To incorporate all terms and conditions of the settlement agreement between the Applicant and ANC 6B (attached) as signed on February 4, 2022 with the addition of two provisions in section 7, namely:
 - a. Having identified settings and levels for amplified music that result in no music, noise, or vibrations from the Establishment being audible or felt in the abutting neighbor's premises located at 807 E Street SE, Applicant agrees to ensure that those settings and levels are not exceeded by installing sound limiters on audio equipment to ensure that third parties (e.g., DJs) cannot override volume and other controls at the establishment. During hours when amplified music is played, such limiters will be under lock and key and only accessible to a Manager on Duty; and
 - b. At any time when there is a line to enter the Establishment, Applicant agrees to ensure that the line forms only on the 8th Street SE side and, as conditions warrant, may need to close the sidewalk café area to seating to accommodate any lines of patrons seeking entry.
3. This Agreement 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 affixed hereunto their signatures.

Applicant:

As You Are LLC, t/a As You Are
500 8th Street, SE
Washington, DC 20003

Jo McDaniel and Rach Pike
jo@asyouarebar.com rach@asyouarebar.com

Signature: Rachel Pike Date: 2/9/2022

Signature: Jo McDaniel Date: 2/9/2022

Abutting property owner:

Amy Muhlberg
807 E Street SE
Washington DC 20003

Signature: Amy Muhlberg Date: AM