

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

In the Matter of:

M & J Hospitality, Inc.
t/a Bodegon Spanish Tapas

Holder of a
Retailer's Class CR License

at premises
515 8th Street, SE
Washington, D.C. 20003

License No.: ABRA-116724
Order No.: 2022-219

M & J Hospitality, Inc., t/a Bodegon Spanish Tapas, 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 M & J Hospitality, Inc., t/a Bodegon Spanish Tapas (Licensee), and ANC 6A have entered into a Settlement Agreement (Agreement), dated April 13, 2022, that governs the operations of the Licensee'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 11th day of May 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: 4c470691e9f3556e4672009416cc98

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short

Key: 547ae77920664c9b1b33282244c6

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato

Key: 256d3fca0fba146d774b75ba7817d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member

Key: b560e91e45e1d2e4016155e5e1281cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member

Key: 8217203180506447401b56fb2a4180f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member

Key: 5027bda7f2f0040vc14adab52541ca5

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
M & J Hospitality, Inc
d/b/a Bodegon Spanish Tapas

Pursuant to this Settlement Agreement, ("Agreement"), by and between M & J Hospitality (d/b/a Bodegon Spanish Tapas) ("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 515 8th St 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 "CR" License (ABRA-116724) ("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. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons agreed to in this SA or that may lawfully occupy the Premises pursuant to its Certificate of Occupancy, whichever is more restrictive.
3. Hours of Operation, Sales, 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, Sales, Service, and Consumption on the interior of the Establishment:

Sunday through Saturday: 9:00 a.m. – 3:00 a.m.

Hours of Operation, Sales, Service, and Consumption on the Sidewalk Cafe:

Sunday through Saturday: 9:00 a.m. – 12:00 midnight.

Live Entertainment:

Sunday through Saturday 11:30 am - 11:00 pm

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 licenses 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 3 a.m. In addition, the Licensee may apply for a one-day substantial change, without objection from the ANC, to be allowed to offer entertainment inside the establishment on January 1. Applicant must submit, as required by regulation, any forms or documents to ABRA and gain approval for such extended hours of service and entertainment. These extended hours apply only to the hours of operation of the interior of the Premises.

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 on the 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.

Applicant may utilize the alley behind the Premises to store receptacles for non-grindable food waste (garbage); recyclables (trash) such as glass, plastic, metals, and cardboard that have been rendered free to organic materials; and cooking grease. Applicant will separate food garbage and recyclable trash and dispose of them in separate pre-designated receptacles that are fully closed and secured with tight fitting lids and closure mechanisms (as per their design). Applicant shall not place garbage or trash in any receptacle in a manner that would prevent the full closure of the receptacle lid. Applicant shall ensure that the lids or doors on all receptacles are closed at all times including while being hauled to and from sanitation trucks. Applicant will verify compliance with this section through regular inspection and assignment of responsibilities for the maintenance of the trash storage area.

by including tasks on operational checklists through regular inspection and by including inclusion on responsibility checklists.

In consideration of the residential neighborhood, and the desire to minimize the impact of the Establishment on residents, Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the exterior trash storage area.

- a. Garbage shall be collected (5) days per week and recycling a minimum of (5) days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
- b. Applicant will ensure timely trash collection and 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 during this time period shall be stored inside the Establishment until at least 7:00 a.m. the following day.
- c. Applicant shall not store or place any foodstuffs, kegs, firewood, or other consumable supplies or goods of any type in the rear of the Premises or on the public alley at any time. Receptacle for restaurant supplies such as linens shall NOT be placed in a manner such that it is encroaches on abutting properties.
- d. 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;
- e. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition and any damaged or leaking containers shall be promptly repaired or replaced;
- f. Applicant will daily check the alley and full area behind the Premises (extending to the other side of the alley behind the Premises) and pick up or hose down any debris or liquid waste including any left behind after garbage, grease or recycling receptacles have been emptied;
- g. 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;
- h. Applicant agrees to join in any coordinated effort with the adjacent tenants to address any rodent issues regardless of the source of such issues; and

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. Odor and Emission Control. Applicant shall use its best efforts to control and mitigate any odor emanating from the Premises by maintaining a high efficiency grease extracting kitchen exhaust ventilation and filtering system. This system shall be of sufficient design and capacity as to reduce the external emission of any odors arising from food preparation at the Establishment. Applicant further agrees to contract with a licensed third-party vendor to regularly clean and/or exchange the filters as often as necessary to ensure optimal grease and particulate removal and odor mitigation for the type and quantity of cooking undertaken. Applicant will ensure that any mechanical issues that develop with the equipment are promptly addressed.

8. 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 (including the waste storage room). Applicant shall not store or place any kegs, bottles, foodstuffs, pallets 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.

9. Restrictions on Use of Points for Access/Egress. Applicant shall not cause or permit deliveries of food or supplies to be made through the (side / rear) entrance to the Premises and shall exclusively utilize the front door(s) for this purpose. Applicant shall not permit its employees to take breaks within the rear yard or trash storage room, nor use the doorway to the trash storage room for any access or egress except in case of emergency or for purposes of

facilitating third-party trash, recycling or grease disposal or power washing the trash storage room or sidewalk outside of the trash storage area.

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 and will not accept deliveries of food or other restaurant supplies from such vendors if, after repeated warnings, the vendor continues to park delivery trucks in the public alley.

10. 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 the sale 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.

11. 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.

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

Applicant:

M & J Hospitality (d/b/a Bodegon Spanish Tapas)
ABRA# 116724
515 8th St SE
Washington, DC 20003
Moe Idrissi

Signature: _____



Date: _____

04/11/22

ANC:

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

Signature: _____



Date: _____

04/13/2022

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

In the Matter of:

Medium Rare Barracks Row, LLC
t/a Medium Rare Barracks Row

Holder of a
Retailer's Class CR License

at premises
515 8th Street, S.E.
Washington, D.C. 20003

License No. ABRA-093525
Order No. 2016-368

Medium Rare Barracks Row, LLC, t/a Medium Rare Barracks Row (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 Medium Rare Barracks Row, LLC, t/a Medium Rare Barracks Row (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated May 12, 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 modification:

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 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.


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

Medium Rare Barracks Row LLC
d/b/a Medium Rare

Pursuant to this Settlement Agreement, ("Agreement"), by and between Medium Rare Barracks Row LLC (d/b/a Medium Rare), ("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 515 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 renewal of its existing Class "C" Restaurant License (ABRA-093525) ("License"); and,

WHEREAS, Applicant and ANC 6B 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;

WHEREAS, this is intended to replace in its entirety the Settlement Agreement dated April 12, 2013 by and between Szechuan House Restaurant Fusion Grill, and any other agreements between prior occupants of the Premises or holders of the License, rendering the same null, void and of no further force and effect from and after the date of this Agreement.

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 prepared food business/ restaurant / bar ("Establishment") with a Sidewalk Café endorsement at the Premises and, at Applicant's election, public space fronting adjacent property known as 516 8th St. S.E. ("Adjacent Property"), presently occupied by the Shakespeare Theater (the "Expansion Café Space"), the portion of the public space fronting the Premises presently used as the Sidewalk Café and the Expansion Café' Space being collectively referred to as the "Sidewalk Café"). 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, plus outdoor seating as may be permitted under permits and leases/license agreements for the Sidewalk Café'.
3. Hours of Operation and Sales. The 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 for the interior portion of the Premises shall be as follows:

Sunday through Saturday: 9:00 a.m. – 3:00 a.m.

Applicant's hours of Operation for the Sidewalk Café shall be as follows:

Sunday through Saturday: 9:00 a.m. – 12:00 midnight.

Provided, however, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour solely as to inside sales and operations; (2) in the event the Council of the District of Columbia or the ABC Board grant licenses, in general, extended operating hours for particular event(s), Applicant may avail itself of such extended hours solely as to inside operations; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 3:00 a.m. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours.

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. The Applicant shall cause the area extending from the Sidewalk Café to the curb on the side of the Establishment to be regularly swept and shall remove litter and debris on not less than a daily basis, weather permitting. No amplified sound above decibel levels allowed under local ordinances then in effect shall be utilized or permitted in any portion of the Sidewalk Café, or otherwise emanate from any location exterior to 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 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 (receptacles) at the rear of the Premises with sufficient capacity to store all non-grindable garbage and recyclable trash and non-recyclable waste. Applicant shall ensure grease is placed in a secure well-maintained and sealed container. Any grease leak shall be cleaned up promptly.

Applicant agrees to adhere to the following conditions with respect to garbage and trash management, including disposal of and the sanitary maintenance of the exterior trash receptacle.

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste six (6) days per week and recycling a minimum of four (4) days 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 and use its best efforts to schedule a time for pickup that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur between the hours of 10:00 p.m. and 7:00 a.m. No glass shall be placed in any exterior receptacle nor otherwise disposed between 10:00 p.m. and 7:00 a.m. Any glass material needing to be recycled or otherwise disposed of during this timeframe shall be stored inside Applicant's establishment until at least 8:00 a.m. the following day.
- c. Applicant shall not place any non-grindable garbage, recyclable and non-recyclable trash in exterior trash receptacles in any manner that would prevent the full closure of the receptacles.
- d. All receptacles (for garbage trash and waste) shall be secured with lids (as per their design), including while within the trash storage area and while being hauled to and from sanitation trucks.
- e. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in 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. All such containers shall conform to then-existing regulations or guidelines of any District of Columbia governmental agency having the authority or jurisdiction to prescribe such regulations or guidelines.

- f. Applicant will daily check the full area around the trash receptacles and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied.
- g. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur. 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. Applicant shall power-wash the area around the trash receptacles and all receptacles no less often than once every two weeks. No power-washing shall occur 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 except that cleaning of the kitchen exhaust system may occur overnight. In these circumstances, Applicant will direct the vendor to stage the power washing equipment in front of the Premises.
- i. Any receptacle for recyclables or restaurant supplies such as linens or kegs will be located such that it does not block access to the rear door of the Premises or encroach on the abutting property.
- j. 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.

6. Noise and Odor 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 toward that end shall take action to ensure that music, noise and vibration from the Establishment does not exceeds decibel limits allowed under District of Columbia law. 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 discourage employees from disturbing the peace when on break or after hours in the alley behind the Premises and will, if necessary, provide disposal receptacles for extinguishing and disposing of smoking materials.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations (e.g. HVAC, grease fan) and comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment. 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. Applicant further agrees to install odor control filters in its existing kitchen exhaust system.

7. Rat and Vermin 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 for the Premises including any and all interior or exterior trash storage areas or receptacles and the exterior area immediately adjacent to the Premises. Applicant shall not store or place foodstuffs, organic materials, or other consumable goods of any type outside the Premises prior to use. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease, and any damaged or leaking containers shall be promptly repaired or replaced.

8. Delivery of Vendor Shipments. Except during hours when Applicant is open to the public and subject to creation of a loading zone fronting the Premises and availability of such loading zone for Tenant's use as and when deliveries are made, Applicant shall request that any third party vendor deliveries of food, beverage, supplies (other than linen and deliveries of heavy or bulk items or material that may cause wear and tear or damage to the seating areas of the Premises or pose increase risk of injury or damage to person or property if delivered through the front rather than the alley) use and access the Premises from any loading zone located in front of the Premises.

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 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. Violations of DC Agency regulations shall constitute a violation of this Agreement.


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

Applicant:

ABRA# -093525
Medium Rare Barracks Row LLC
d/b/a Medium Rare
515 8th Street, SE
Washington, DC 20003

 (Name of Person Authorized to Sign)

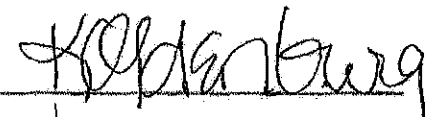
Steven M. Abromson, Member - General Counsel
(Title)

Signature: 

Date: 5/12/16

ANC:

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

Signature: 

Date: 5-12-16

ANC 6B

Capitol Hill / Southeast

May 16, 2016

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

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

OFFICERS

Chair
Kirsten Oldenburg

Vice-Chair
Nick Burger

Secretary
Daniel Chao

Treasurer
Diane Hoskins

Parliamentarian
Denise Krepp

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

RE: ABRA-093525—Medium Rare Barracks Row, 515 8th Street SE, renewal of Class C Restaurant license

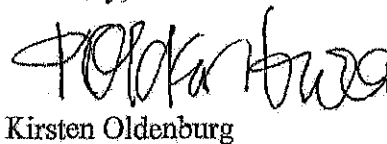
Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting of May 10, 2016, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 8-0-0 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

COMMISSIONERS

SMD 1 *Jennifer Samolyk*

SMD 2 *Diane Hoskins*

SMD 3 *James Loots*

SMD 4 *Kirsten Oldenburg*

SMD 5 *Steve Hagadorn*

SMD 6 *Nick Burger*

SMD 7 *Daniel Chao*

SMD 8 *Chander Jayaraman*

SMD 9 *Daniel Ridge*

SMD 10 *Denise Krepp*