

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

In the Matter of:

Lost and Found, LLC
t/a Lost and Found

Holder of a
Retailer's Class CT License

at premises
1240 9th Street, NW
Washington, D.C. 20001

License No.: ABRA-094510
Order No.: 2019-457

Lost and Found, LLC, t/a Lost and Found (Licensee)

John Fanning, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2F

BEFORE: Donovan Anderson, Chairperson
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Lost and Found, LLC, t/a Lost and Found (Licensee), and ANC 2F entered into a Settlement Agreement (Agreement), dated May 24, 2019, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson John Fanning, on behalf of ANC 2F, are signatories to the Agreement.

Accordingly, it is this 5th day of June, 2019, **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;
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 2F.

District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


Mike Silverstein, Member


James Short, Member


Bobby Cato, Member

Rema Wahabzadah, 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).

AMENDMENT TO SETTLEMENT AGREEMENT

THIS AMENDMENT TO SETTLEMENT AGREEMENT ("Agreement") is made on this 24th day of May, 2019 by and between **Lost and Found LLC** ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

- (a) Applicant has applied for a Retailer Class CT License (the "License") for a business establishment ("Establishment") located at **1240 9th Street NW**, Washington, DC (the "Premises"); and,
- (b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,
- (c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Replaced Settlement Agreement: The Settlement Agreement dated April 16th, 2014 is amended hereby replacing the entire Settlement Agreement with the agreement below:

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 24th day of May, 2019 by and between **Lost and Found LLC** ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

- (a) Applicant has applied for a Retailer Class CT License (the "License") for a business establishment ("Establishment") located at **1240 9th Street NW**, Washington, DC (the "Premises"); and,
- (b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,
- (c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

3. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
4. Nature of the Business. The applicant will manage and operate a Tavern. Any change from this model shall require prior approval by the ABC Board.

5. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant's hours will not exceed the following:
 - a. Alcohol service shall end 30 minutes prior to closing.
 - i. Sunday – Thursday: 8am to 1:30am
 - ii. Friday – Saturday: 8am to 2:30am
 - b. Exceptions shall be granted for:
 - i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Applicant may operate for one additional hour (that is, one hour later);
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours;
 - iii. And, on January 1 of each year Applicant may operate for one additional hour.
 - c. As a C/T hours shall be no later than:
 - i. Sunday – Thursday: 8am to 2:00am
 - ii. Friday – Saturday: 8am to 3:00am

6. No Sidewalk Café

7. No Summer Garden

8. Entertainment Endorsement.
 - a. Hours shall restricted to:
 - i. Sunday – Thursday: 6PM to 12 AM
 - ii. Friday – Saturday: 6PM – 1 AM
 - iii. No cover charge or valet car parking is permitted
 - iv. Entertainment limited to live music without dancing; doors must be closed during entertainment. Furthermore, the noise level must meet DC standards at all times, and noise shall not be audible from the sidewalk or alley.

9. Noise. App Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the establishment. Applicant will not install any exterior speakers to the Establishment, and agrees that no speakers will be installed in or in any way directed to the sidewalk café or summer garden. Applicant shall ensure that the roll up door facing onto Blagden Alley is kept closed every evening by 11 PM. Normal entry and egress through the Blagden Alley entrance door is permitted.

10. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials. Applicant shall also provide cigarette urns and cigarettes butt receptacle wherever patron gather to smoke. Trash receptacles should be removed from the premises monthly to be cleaned.

18. **License Ownership.** Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
19. **Binding Effect.** This Agreement shall be binding upon and enforceable against the successors of the Applicant.
20. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
21. **Notice and Opportunity to Cure.** In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced— failure should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Lost and Found LLC
1240 9th Street NW
Washington DC, 20001

If to the ANC: Advisory Neighborhood Commission 2F
5 Thomas Circle, NW
Washington, DC 20005
ANC2FOffice@gmail.com

Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

ADVISORY NEIGHBORHOOD COMMISSION 2F




By:

John Fanning
Chairman

APPLICANT

By:



Brian Leonard
Owner