

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

In the Matter of:)		
)		
Par Bar, LLC)		
t/a H Street Country Club)		
)		
Petition to)	Case No.	14-PRO-00002
Terminate Voluntary Agreements)	License No.	ABRA-076649
for a Retailer's Class CT License)	Order No.	2014-423
)		
at premises)		
1335 H Street, N.E.)		
Washington, D.C. 20002)		
)		

Par Bar, LLC, t/a H Street Country Club (Petitioner)

Jay Williams, Commissioner, on behalf of Advisory Neighborhood Commission (ANC)
6A

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

**ORDER GRANTING PETITION TO TERMINATE SETTLEMENT
AGREEMENTS AND APPROVING NEW SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Par Bar, LLC, t/a H Street Country Club (Petitioner), entered into the following Voluntary Agreements:

1. A Voluntary Agreement with ANC 6A, dated April 4, 2007, and approved by the Board on August 1, 2007.
2. A Voluntary Agreement with A Group of Five or More Residents, dated May 14, 2007, and approved by the Board on August 1, 2007.
3. A Voluntary Agreement with Linden Neighborhood Association, dated April 10, 2010, and approved by the Board on May 19, 2010.
4. An Addendum to Voluntary Agreement with ANC 6A, dated November 17, 2009, and approved by the Board on May 19, 2010.

5. An Amendment to Voluntary Agreement with ANC 6A, dated April 12, 2012, and approved by the Board on June 13, 2012.

The Petitioner now seeks to terminate the above listed Voluntary Agreements under D.C. Official Code § 25-446(d). *See* ABRA Licensing File No. ABRA-076649.

Notice of Petition was placarded on the Petitioner's premises and published in the D.C. Register. At the end of the protest period, the Board did not receive any objections to the Voluntary Agreements dated May 14, 2007 and April 10, 2010. Therefore, the Petition for these Voluntary Agreements are considered uncontested.

The Petitioner's request to terminate the Voluntary Agreement, Addendum to Voluntary Agreement, and Amendment to Voluntary Agreements between the Petitioner and ANC 6A, was protested by ANC 6A, and came before the Board for a Roll Call Hearing on March 10, 2014, and a Protest Status Hearing on April 23, 2014, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Petitioner and ANC 6A have entered into a new Settlement Agreement (Agreement), dated September 15, 2014, that governs the operation of the Applicant's establishment.

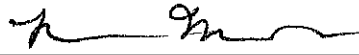
The new Agreement has been reduced to writing and has been properly executed and filed with the Board. The Petitioner and Chairperson Jay Williams, on behalf of ANC 6A, are signatories to the Agreement.

This new Agreement constitutes a withdrawal of the Protest filed by ANC 6A.

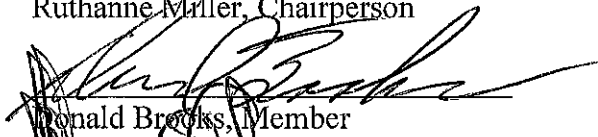
Accordingly, it is this 8th day of October, 2014, **ORDERED** that:

1. With no objections filed against the Petition to Terminate the Voluntary Agreements dated May 14, 2007 and April 10, 2010 the Board finds, pursuant to D.C. Official Code § 25-446(d)(4)(C), that the termination of these Voluntary Agreements will not have an adverse impact on the community where the Petitioner is located. Therefore, the Board does hereby **TERMINATE** these Voluntary Agreements;
2. The Protest of ANC 6A in this matter is hereby **WITHDRAWN**;
3. The above-referenced new Settlement Agreement submitted by the Petitioner and ANC 6A, dated September 15, 2014, to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
4. All other Agreements not otherwise terminated by the granting of the Petition are replaced and superseded by the new Settlement Agreement, dated September 15, 2014; and
5. Copies of this Order shall be sent to the Applicant and ANC 6A.

District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member

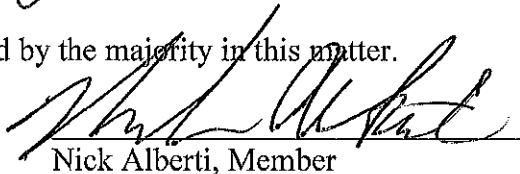


Hector Rodriguez, Member



James Short, Member

I recuse myself from the decision reached by the majority in this matter.



Nick Alberti, 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).

AMENDED AND RESTATED SETTLEMENT AGREEMENT

This Amended and Restated Settlement Agreement is entered into this 15th day of September, 2014, by and between Par Bar, LLC t/a H Street Country Club ("HSCC" or "Applicant") and Advisory Neighborhood Commission 6A ("ANC 6A");

RECITALS

WHEREAS, HSCC is the holder of a retailer's license class CT for premises located at 1335 H Street, NE;

WHEREAS, HSCC is party to a certain Cooperative Agreement (undated) with group of five protestants and another agreement dated April 4, 2007, with ANC 6A, both of which agreements were incorporated into the Order of the Alcoholic Beverage Control Board (the "Board") dated August 1, 2007, Order No. 2007-069;

WHEREAS, HSCC and the Linden Neighborhood Association, Inc. entered into an H Street Country Club Substantial Change Cooperative Agreement dated April 14, 2010, and HSCC and ANC 6A entered into an Agreement dated November 17, 2009, both of which agreements were approved and incorporated as part of the board's order dated May 19, 2010, Order No. 2010-341;

WHEREAS, HSCC and ANC 6A entered into an Agreement dated April 12, 2012, which Agreement was approved and incorporated as part of the Board's Order dated June 13, 2012, Order No. 2012-253;

WHEREAS, HSCC has petitioned the board for termination or amendment of its various agreements;

WHEREAS, ANC 6A has protested the termination or amendment of the agreements;

WHEREAS, the parties desire resolve the protests upon the terms and conditions hereinafter set forth;

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Public Space Cleanliness and Maintenance.** Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:
 - a. Seeing that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
3. **Business Operations and Practices.**
 - a. Applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.

- b. Applicant agrees not to promote or knowingly participate in bar or pub “crawls” or any other event of this nature unless the event has been reviewed and approved by the ABC Board.
 - c. Managers and all bartenders shall attend and complete an alcoholic beverage server training course/seminar within sixty (60) days of the commencement of their employment with Applicant.
 - d. Applicant shall post a notice kept in good repair and visible from point of entry a sign that states:
 - i. Proper ID is required to be served and that the establishment will check IDs at all times prior to serving alcoholic beverages to patrons;
 - ii. It is illegal to sell alcohol to anyone under age 21;
 - iii. Patrons are requested not to litter, loiter, or make excessive noise in the neighborhood as they arrive or depart;
 - iv. Warning: Drinking alcoholic beverages during pregnancy can cause birth defects; and
 - v. The establishment requests that customers do not contribute to panhandlers.
 - e. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
 - i. Asking loiterers to move on whenever they are observed outside the establishment;
 - ii. Calling the Metropolitan Police Department if illegal activity is observed;
 - iii. Keeping a written record of dates and times (a “call log”) when the MPD is called for assistance; and
 - iv. Applicant will maintain a detailed incident log. An incident is defined as any activity by patrons of the establishment inside or immediately outside the establishment that leads to a request to MPD for assistance. Each incident will contain the date, time, and location of each incident with a concise summary. Guests and staff involved or witnesses of the incident will be identified and listed. If there is a medical or police response, that information will also be noted.
 - f. Applicant will utilize and maintain high-intensity floodlights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.
4. **Hours of Summer Garden Area.** The hours of the rooftop summer garden area shall be limited as follows:
- a. On Sunday nights through Thursday nights, excluding the eve of Federal holidays, all areas of the rooftop summer garden shall be closed and cleared of all patrons by 11:00 P.M.
 - b. On Friday and Saturday nights, and on the eve of Federal holidays, the rooftop summer garden front deck, as reflected on the drawing attached hereto as Exhibit A, and incorporated herein, shall close and be cleared of all patrons by 2:00 A.M.
 - c. On Friday and Saturday nights and on the eve of Federal holidays, the rooftop summer garden rear deck, as reflected on Exhibit A, shall close and be cleared of all patrons by 1:00 A.M.
5. **Restriction on Entertainment.** Entertainment in the form of live bands and/or DJs shall not be permitted on any part of the rooftop summer garden area after 8:00 P.M.

6. **Restriction on Noise.** In order to mitigate noise from the applicant's outdoor space, the following steps will be taken:
 - a. No sound, noise, music or voice(s) emanating from the rooftop summer garden area of the licensed establishment shall be of such intensity that it may be heard in any premises other than the licensed establishment. This restriction does not apply to: (1) any premises which are located within a C-1, C-2, C-3, C-4, C-M, or M zone, as defined in the zoning regulations for the District, and (2) sounds, noises, music or voice(s) occasioned by the normal opening of entrance and exit doors for the purpose of ingress and egress.
 - b. A fence or other barrier will enclose the entire perimeter of the rooftop summer garden;
 - c. No fewer than two signs will be clearly posted to remind guests to keep their voices at normal speaking volume; and
 - d. Potted plants, trees, fountains, or other types of noise mitigation techniques will be incorporated into the décor.

7. **Final and Complete Agreement.** This Agreement represents the full and complete Agreement among the parties. This agreement is intended to supersede and replace all previous settlement, voluntary, or cooperative agreements which restrict or otherwise govern the operation of HSCC's business.

8. **Compliance, Cooperation, and Notices.**
 - a. Applicant agrees to work on resolving issues preventing Applicant from fulfilling its obligations under this Agreement with all of the following: the Single Member District ANC Commissioner within whose boundaries the establishment is located, the Chair of the ANC 6A ABL Committee, and other Commissioners whose SMDs are adjacent to the location of the establishment.
 - b. Applicant shall provide a direct telephone number for the manager on duty to ANC 6A for purposes of reporting any violations of this Agreement.
 - c. Applicant and ANC 6A agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement, it is understood by all parties that ANC 6A and/or its committees shall notify the Applicant and if ANC 6A determines that Applicant has failed to adequately resolve the violation, it will file a complaint with the ABC Board, which will be investigated by ABRA's Enforcement Division, and may subject Applicant to a Show Cause proceeding or any other penalty available to the Board under the law..

9. **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 in the same instrument.

10. **Construction.** In the event any conduct by Applicant in violation of this Agreement shall be deemed a violation of District of Columbia law, the violation of this Agreement shall be merged into the law violation, such that the Applicant shall only be liable for one violation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

APPLICANT:

Par Bar, LLC t/a
H Street Country Club

BY: _____

Print Name: _____

Title: _____

Advisory Neighborhood Commission 6A

BY:  _____

Print Name: Jay Williams

Title: Commissioner, 6A05; Chair, ABL Committee

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

APPLICANT:

Par Bar, LLC t/a
H Street Country Club

BY: 

Print Name: BLAKE JONES

Title: MANAGING PARTNER

Advisory Neighborhood Commission 6A

BY: _____

Print Name: _____

Title: _____

EXHIBIT A

Front Deck

Rear Deck

ALLEY

ALLEY

