

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

In the Matter of:)
)
DMV Wagering Co.)
t/a Handle 19)
)
Application for a New)
Retailer’s Class CR License)
)
at premises)
1100 13th Street, NW)
Washington, D.C. 20005)
)

Case No.: 21-PRO-00086
License No.: ABRA-119122
Order No.: 2021-753

DMV Wagering Co., t/a Handle 19, Applicant

John Guggenmos, Chairperson, Advisory Neighborhood Commission (ANC) 2F, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2F’S PROTEST**

The Application filed by DMV Wagering Co., t/a Handle 19 (Applicant), for a new Retailer’s Class CR License, was protested by ANC 2F.

The official records of the Board reflect that the Applicant and ANC 2F entered into a Settlement Agreement (Agreement), dated October 5, 2021, 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 John Guggenmos, on behalf of ANC 2F, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2F.

Accordingly, it is this 17th day of November 2021, **ORDERED** that:

1. The Application filed by DMV Wagering Co., t/a Handle 19, for a new Retailer's Class CR License, located at 1100 13th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2F in this matter is hereby **WITHDRAWN**;
3. 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
4. Copies of this Order shall be sent to the Applicant and ANC 2F.

District of Columbia
Alcoholic Beverage Control Board

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Donovan Anderson
Key: ac4326961d58064b79c0031d0c08

Donovan Anderson, Chairperson

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James Short
Key: 547e4702720e6b6813350e2748c

James Short, Member

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Bobby Cato
Key: 2b5e30a13e44650f4b508c7d1702b71

Bobby Cato, Member

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Rafi Alega Crockett, Member
Key: 2583a3a142c1f9c4014155e6e1201c0

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 821728917106447401b508c7d1702b71

Jeni Hansen, Member

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Edward Grandis, Member
Key: 5027bd37ff0040e143d5b52541e05

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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 5 day of October 2021, by and between DMV Wagering Co. ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

(a) Applicant has applied for a Retailer Class CR License (the "License") Application No. ABRA-119122 for a business establishment ("Establishment") located on the first floor at 1100 13th Street, N.W., 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. Nature of the Business. The applicant will manage and operate a sports wagering restaurant with seating capacity of 60 and a total occupancy load of 138 along with a sidewalk café with seating capacity of 16. Any change from this model shall require prior approval by the ABC Board.
3. 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. Standard hours of operation and service shall be no later than:
 - i. Sunday – Saturday: 11am to 1am
 - b. Sports wagering hours shall be no later than:
 - i. Sunday – Saturday: 11am-12am

Additionally:

- c. Applicant's kitchen facilities shall remain open with full menu service until a minimum of one (1) hour prior to closing.
 - d. Alcohol service shall end 30 minutes prior to closing.
 - e. Exceptions to the standard hours 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.
4. Sidewalk Café. The Applicant may have outside seating in accordance with a sidewalk café endorsement to its ABC license and a duly-issued public space permit, and may serve alcoholic beverages to seated patrons in such area, provided, the total capacity for such sidewalk café

shall not exceed 16 seats. Any increase in such seating shall require approval of the District of Columbia Public Space Committee and approval by the ABC Board. Applicant shall not serve alcoholic beverages on its sidewalk café later than

a. Sunday – Saturday: 11:30am to 1:00am

Applicant will inspect the sidewalk cafe regularly for compliance.

5. Entertainment Endorsement – Sports Wagering. There will be a total of 5 betting kiosks. All kiosks must be adherent to the Applicant's DC Office of Lottery and Gaming security plan. Applicant has no other entertainment endorsement.
6. Noise. 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 shall present only recorded background music. 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 will take reasonable measures to mitigate should a noise complaint arise. Applicant agrees to keep windows and doors closed whenever possible.
7. Public Space – ADA Compliance. Applicant shall make every reasonable accommodation to meet or exceed the expectations of the Americans with Disabilities Act.
8. 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 and work with the neighborhood on where the urns/receptables are situated.
9. Trash and Recycling. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. Applicant further agrees to hold all trash, food waste, and recycling within the building until the morning of the scheduled pick-up. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 p.m.
10. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
11. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing as outlined in the Applicant's DC Office of Lottery and Gaming security plan.

12. Complaint Log. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.
13. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.
14. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.
15. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at www.ANC2F.org.
16. 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.
17. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Applicant.
18. 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.
19. 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: August Holding Corporation
dba/August Holdings
One Columbus Center
Suite 600
Virginia Beach, VA 23462

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 Guggenmos
Chairman

APPLICANT

By:



Shane August,
President & CEO, August Holding Corporation

Addendum #1: Additional sports wagering safety plan

1. General Safety

1. Emergency Contacts
 - i. General issues: General Manager/Gaming Manager
 - ii. Any changes in the emergency contact will be communicated to the ANC in a timely manner so that the accurate contact is always reflected.
2. Employee Safety
 - i. All employees will go through an orientation regarding policies and procedures.
 - ii. *Shane to include trainings that staff will undergo RE: safety.*
 - iii. A semi-annual safety training will be conducted for all staff, and validated records will be available upon request. The ANC will be kept updated on all changes to this policy.
3. Lighting Plan
 - i. All lights will be turned to maximum capacity 30 minutes before service ends in an effort to increase safety.

2. Security Plan

1. Certification
 - i. *Include copies of security company's certification and COI information.*
 - ii. ANC will be kept updated on all changes to the security company.
2. Uniforms
 - i. All staff will be wearing nametags with individual positions.
 - ii. All staff will be wearing uniforms that will allow them to be easily distinguishable from other attendees.
3. Capacity control
 - i. The current certificate of occupancy includes 135 people inside the premises.
 - ii. The security company will be always managing the capacity.
4. Cameras
 - i. Cameras must be maintained per ABRA's requirements.
 - ii. Camera footage must be maintained for 30 days and must be fed into MPD's and DC Lottery's servers.
 - iii. There will be 3 cameras outside the premises and 7 cameras inside.
 - iv. If any DC agency ever deems that a change must be made to the camera requirements, this change will be made as soon as possible and conveyed to the ANC.
5. Closing Exit Protocol
 - i. The security company will manage the entire closing and exit protocol to ensure that all patrons are off the premises in a timely and orderly manner.
 - ii. A representative from MPD (either in uniform or plain clothed) will be present on certain days, especially Friday-Sunday.
6. Outdoor Seating & Monitoring
 - i. The Sidewalk Café has capacity for 16 seats.
 - ii. The only people in the sidewalk café space will be seated patrons.
 - iii. There will be no speakers providing outside sound to this area.
7. Incident Response
 - i. There will be a formal incident reporting and capturing procedure on file. The procedure will include written documentation and a report submitted to ABRA.

- ii. Reports will be submitted to the ANC during the first 180 days of operation.
 - 8. Calling police and emergency services
 - i. Ensure that police and emergency services are called when an issue arises needing their support.
 - 9. ID Verification – Fake ID Protocol
 - i. The restaurant and F&B staff have undergone TIPS training.
 - ii. Patrons of all ages are welcome in the restaurant.
 - iii. If anyone is under 21 or presents a fake ID, they will not be served alcohol.
 - 1. The staff will take reasonable and expedited steps to monitor that no one is engaging in underage drinking.
 - iv. When engaging in sports wagering, an ID must be presented which indicates that the patron is 18+. The ID will be scanned under a machine to verify the ID. If the ID is deemed fake, they will be removed from the premises and barred from engaging in sports wagering. The individual will also be reported to DC Lottery.
- 3. Community Relations
 - 1. Noise Compliance
 - i. The organization vows to act quickly in response to dealing with any noise, peace, and quiet disturbance and or complaint. The organization will work closely with both the complainant and the ANC to rectify the issue. In addition, the organization will maintain a log which captures the pertinent information regarding the complaint and how the matter was resolved.
 - 2. Sidewalk & Trash Management
 - i. To ensure that the health and safety of the neighborhood is maintained, the organization will ensure that all trash and recyclable items are picked up at a minimum of two (2) time per week. Trash and recycling pick up services will be increased from the minimum if the demand for services is increased.
 - 3. Guest Smoking
 - i. The organization will place “smoking urns” at designated smoking areas to help ensure and maintain the cleanliness of the designated smoking areas.