

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

In the Matter of:)
)
Residents DC, LLC)
t/a Residents)
)
Application for a New)
Retailer’s Class CR License)
)
at premises)
1306 18th Street, NW)
Washington, D.C. 20036)
)

Case No.: 19-PRO-00008
License No.: ABRA-112301
Order No.: 2019-193

Residents DC, LLC, t/a Residents, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Daniel Warwick, Commissioner, Advisory Neighborhood Commission (ANC) 2B

Glenn M. Engelmann, on behalf of Dupont Circle Citizens Association (DCCA)

Lyle Blanchard, on behalf of A Group of Five or More Individuals

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Residents DC, LLC, t/a Residents (Applicant), for a new Retailer’s Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 19, 2019, and a Protest Status Hearing on March 20, 2019, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2B, and DCCA have entered into a Settlement Agreement (Agreement), dated April 3, 2019 that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioners Daniel Warwick, on behalf of ANC 2B; and Glenn M. Engelmann, on behalf of DCCA; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2B and DCCA.

In addition, the Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

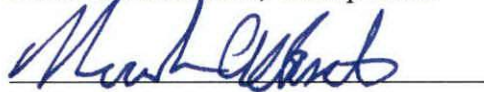
Accordingly, it is this 10th day of April, 2019, **ORDERED** that:

1. The Application filed by Residents DC, LLC, t/a Residents, for a new Retailer's Class CR License, located at 1306 18th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B and DCCA in this matter are 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;
4. The Protest of the Group of Five or More Individuals is **DISMISSED**; and
5. Copies of this Order shall be sent to the Applicant, ANC 2B, DCCA, and Lyle Blanchard, on behalf of the Group of Five or More Individuals.

District of Columbia
Alcoholic Beverage Control Board



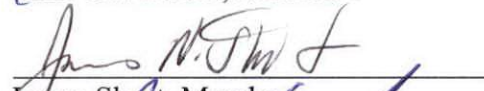
Donovan Anderson, Chairperson



Nick Alberti, Member



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).

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 3rd day of April, 2019, by and between Residents DC, LLC (a Residents, ABRA License 112301 ("Applicant"), and Advisory Neighborhood Commission 2B and Dupont Circle Citizens Association (together "Protestants"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class "C" Restaurant License #110949 for a business establishment ("Establishment") located at 1306 18th Street, NW, Washington, D.C., ("Premises");

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 Settlement 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 effect on (i) peace, order, and quiet of the neighborhood and (ii) to eliminate the need for a Protest Hearing regarding the license application.

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 Retailer's Class "C" Restaurant. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
- 3. Interior Hours of Operation: Hours of Sales, Service, and Consumption of Alcoholic Beverages; and Entertainment Endorsement.** Applicant's interior Hours of Operation, Hours of Sales, Service, and Consumption of Alcoholic Beverages; and Entertainment Endorsement shall be:

Sunday through Thursday 10 a.m. - 2 a.m.,
Friday and Saturday 10 a.m. - 3 a.m.

Entertainment shall be provided only on the basement level of the Establishment, not on the first floor.

- 4. Occupancy:** Applicant shall at all times be in compliance with its certificate of occupancy for the interior and the outdoor area.

5. Cover Charges: Applicant shall not charge patrons cover charges at any door on 18th Street. Any cover charges to enter the establishment must be made through online ticket purchases and cannot occur more than twelve (12) times per year and typically not more than once every 30 days. However, Applicant may charge cover charges to patrons already inside the Establishment on the first floor for entrance to the basement. Applicant agrees to use its best efforts to prevent queuing in the outdoor seating area or on the sidewalk on 18th Street. The Applicant also agrees not to set up stanchions on the 18th Street sidewalk beyond the outdoor seating area.

6. Summer Garden/Sidewalk Cafe. Applicant agrees that employees or security personnel shall take reasonable steps to monitor the front door and outside seating area to ensure that patrons are not loitering or engaging in any activity that would constitute disturbing the peace under DC Code 22-1301. Applicant agrees to install plants along the sidewalk side and take other reasonable sound mitigation measures. Applicant will direct that its employees inspect the outside seating area when in use at least once each hour to ensure its cleanliness. At the end of service every night, the chairs shall be cleaned, stacked or chained, and secured as to inhibit use of the furniture after hours. Applicant also agrees to take reasonable steps to give patrons in the outside seating area a menu when being seated.

The Hours of Operation and Alcoholic Beverage Sales, Service, and Consumption in the summer garden/sidewalk cafe shall not exceed:

Sunday through Thursday:	10 a.m. – 11:00 p.m.
Friday and Saturday:	10 a.m. – 12:00 a.m.

7. No music on the Outside Seating Area. There shall be no entertainment or recorded music played in or on the Outside Seating Area at any time. Applicant shall not install speakers in the Outside Seating Area.

8. Lighting and Signage on 18th Street. Lighting on 18th Street shall be the minimum required for safety and should be sited so as not to beam into the Palladium. There shall be no prominent flashing lights emitted from the Establishment onto 18th Street.

9. Lighting for the Outdoor Seating Area. Any lighting used in the Outdoor Seating Area shall not be directed towards the Palladium.

10. Trash pick-up. Deliveries and trash pick-up shall be made on Connecticut Avenue. Applicant shall store and maintain all trash, garbage and refuse within the building premises. There will be no outdoor garbage area nor will Applicant store or maintain any trash, garbage or bottles on the 18th Street side of the building.

11. Noise and Privacy. Applicant will strictly comply with D.C. Official Code § 25-725 and take all reasonable measures to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties on 18th Street, NW. Applicant agrees to take reasonable steps to keep its doors and windows closed, except for ingress and egress, when live music is being played at the establishment. The Applicant will post signs near the exit doors and on its website to encourage patrons not to disturb the nearby residential neighborhood on 18th Street.

12. Rats and Vermin Control. The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the

Protestants. Applicant shall take reasonable steps to have the Establishment and the area around the Premises properly cleaned at the end of each night.

13. License Ownership and Compliance with ABRA Regulations. Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.

14. 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 Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint to the ABC Board. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Residents DC, LLC
1306 18th Street NW
Washington, DC
Attn: David Nammour
Phone: 919-699-5852

If to Protestants: Advisory Neighborhood Commission 2B
9 Dupont Circle, NW
Washington, DC 20036
Attn: Daniel Warwick, Chair
Email: ~~2B02-ANC@dc.gov~~
2B02@w.dnc.dc.gov
and

Dupont Circle Citizens Association
9 Dupont Circle, NW
Washington, DC 20036
Attn: President
Email: president@dupont-circle.org


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.

11. Withdrawal of Protest. Upon execution of this Agreement by the Parties and its acceptance


by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANTS:

Advisory Neighborhood Commission 2B


By: Daniel Waywick
Chair

Dupont Circle Citizens Association:


By: Glenn M. Engelmann
First Vice President

APPLICANT:


Residents DC, LLC t/a Residents


By: David Nammour