THE DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE AND CANNABIS BOARD

In the Matter of:)		
)		
DreamComeTrue, LLC)		
t/a EB's/eebee's)		
)		
Applicant for a New)		
Retailer's Class CR License) L	icense No.:	ABRA-132924
) 0	rder No.:	2025-841
at premises)		
1840 6th Street, NW)		
Washington, D.C. 20001)		
)		

DreamComeTrue, LLC, t/a EB's/eebee's, Applicant

Steven McCarty, Chairperson, Advisory Neighborhood Commission (ANC) 2G

BEFORE: Donovan Anderson, Chairperson

Teri Janine Quinn, Member

Ryan Jones, Member David Meadows, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that DreamComeTrue, LLC, t/a EB's/eebee's (Applicant), Applicant for a New Retailer's Class CR License and ANC 2G have entered into a Settlement Agreement (Agreement), dated July 9, 2025, 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 Steven McCarty, on behalf of ANC 2G, are signatories to the Agreement.

Accordingly, it is this 30th day of July 2025, **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, except for the following modifications:

Section 2 (Nature of the Business) – this Section shall be modified to read as follows: "The Applicant will manage and operate a Class CR Restaurant that will include a Sidewalk Cafe at the front of the property. Notwithstanding this provision, the licensee shall be permitted to apply to change its license and operate in accordance with the terms and conditions of that license if granted."

Section 15 (Security) – this Section shall be modified to read as follows: "Section 15 shall be modified to read: "Applicant shall install at a minimum two security cameras, recording the front street entrance and the Sidewalk Café of the Applicant's Premises, and shall ensure that the recordings from said cameras are available to the Metropolitan Police Department and ABCA for a minimum of 15 days following the date of recording or other time required by law."

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com

Donovan Anderson

Kep: ac430b9659d5f09e4b730093d1dccd8

Donovan Anderson, Chairperson

Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member

Ryan Jones, Member

David Meadows, Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis Administration, 899 North Capitol Street NE, Suite 4200 B (Alcohol Division), Suite 4200 A (Medical Cannabis Division), Washington, DC 20002.

Any party adversely affected may file a Motion for Reconsideration of this decision within ten days of service of this Order with the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street, N.E., Suite 4200-A, Washington, D.C. 20002. Also, pursuant to § 11 of the *District of Columbia Administrative Procedure Act*, Pub. L. 90-614, 82 Stat. 1209, D.C. Code § 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, a party that is adversely affected may have the right to appeal this Order by filing a petition for review, within 30 days of the date of service of this Order, with the District of Columbia Court of Appeals, located at 430 E Street, N.W., Washington, D.C. 20001. Parties are advised that the timely filing of a Motion for Reconsideration 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). Parties

are further advised that the failure to present all matters of record that have allegedly been erroneously decided in a motion for reconsideration may result in the waiver of those matters being considered by the Board. The Board also reserves the right to summarily deny or not consider multiple and repetitive motions.

Parties are also advised that the Superior Court of the District of Columbia may have jurisdiction to hear appeals in non-contested cases or in matters where that court is specifically provided jurisdiction by law. Finally, advisory neighborhood commissions (ANCs) are advised that their right to appeal or challenge a decision of the Board may be limited by the laws governing ANCs. See e.g., D.C. Code § 1-309.10(g).

SETTLEMENT AGREEMENT BETWEEN DREAMCOMETRUE, LLC T/A EB'S/EEBEE'S AND ADVISORY NEIGHBORHOOD COMMISSION 2G

RECITALS

THIS SETTLEMENT AGREEMENT (Agreement) is made on this day of July 9, 2025, by and between Dreamcometrue, LLC T/A Eb's/Eebee's (Applicant) and Advisory Neighborhood Commission 2G (the ANC).

Whereas, the Applicant has applied for approval of a new Retailer Class CR License (the License) for a business establishment (Establishment) located at 1840 6th Street, NW; and

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order, and quiet.

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

- I. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
- 2. Nature of the Business. The Applicant will manage and operate a Class CR Restaurant that will include a Sidewalk Cafe at the front of the property.
- 3. Sidewalk Cafe. The Applicant shall primarily seat patrons in the Sidewalk Cafe in accordance with this Agreement. The sound of voices generated by the Applicant's customers in this outdoor space is acknowledged to have the potential to disturb neighbors residing in close proximity to the Establishment. To reduce the amount of sound that can be heard outside of the Establishment, the Applicant agrees to operate the Sidewalk Café only in accordance with the:
 - a. hours described in section (4): and
 - b. seating and total capacities described below in section [5].
- 4. Hours of Operation.
 - a. Indoor Hours. The Establishment shall operate inside the Premises and sell, serve, and allow consumption of alcoholic beverages during the following hours:

10:00 AM- 2:00 AM, Sunday through Thursday;

10:00 AM-3:00 AM, Friday and Saturday.

b. Outdoor Hours. Applicant agrees that upon expiration of the below hours of operation, no patron may remain in any outdoor area of the Premises. Applicant's outdoor hours for sales, service, and consumption of alcoholic beverages will not exceed the following:

10:00 AM-I0 30 PM, Sunday through Thursday; 10:00 AM-Midnight, Friday and Saturday.

- 5. Sidewalk Cafe Capacity. Outside in the Sidewalk Café, the maximum number of patrons shall be no more than 19. Applicant shall at all times maintain seating for 19 persons in the Sidewalk Café.
- 6. Operable Windows. To prevent noise emanating from inside the Establishment from disturbing residents of adjacent residences, Applicant agrees to close operable windows on the 6th Street and Florida Avenue facades of the Premises no later than 10:00 PM daily.

- 7. No Outdoor Music. No music, live or recorded, will be allowed to be played in the Sidewalk Cafe at any time. There will be no musical performances. DJs, amplified voices, or sounds of any type in the Sidewalk Cafe at any time. No speakers of any size will be installed or operated in outdoor spaces. Notwithstanding the foregoing, nothing herein shall be construed to prohibit any person from listening to music through headphones or earbuds played from a personal audio player, such as an MP3 player, iPod, or other mobile device.
- 8. Indoor Noise Emanating from Interior Operations. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of nearby residential properties from emanation of noise or vibration from the Establishment, including from patrons at entering or exiting the interior of the establishment. The applicant agrees that no speakers will be installed in any way that directs sound towards the exterior of the establishment, especially the Sidewalk Cafe. Doors and windows to indoor spaces will remain reasonably closed, except when required for serving customers or for passage by staff and/or patrons between the outside and inside areas. Doors and windows shall remain closed whenever music is played at a volume that exceeds the allowable noise levels under 20 DCMR § 2700, specifically 60 dB(A) during daytime hours (7:00 a.m. to 9:00 p.m. on weekdays; 9:00 a.m. to 9:00 p.m. on weekdays; 9:00 a.m. on weekdays; 9:00 p.m. to 7:00 a.m. on weekdays; 9:00 p.m. to 9:00 a.m. on weekends and holidays), as measured at the nearest property line ine of the adjacent residence.
- 9. Kitchen Odors. The kitchen shall be ventilated up to the highest point of the establishment's roof and directed upwards.
- 10. Public Space. Applicant shall make reasonable efforts to keep the sidewalk (up to and including the curb) and tree boxes free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. The applicant shall monitor these areas daily for refuse and other debris. The Applicant shall maintain sidewalks clean and clear of snow and ice. To promote a clean and orderly public space. The Applicant shall install and maintain landscaping in any tree boxes in front of the Applicant's establishment.
- 11. Smoking. No smoking shall be allowed on premises, including the Sidewalk Cafe, to the extent practical. The Applicant shall discourage smoking in public spaces adjacent to the premises. Applicant shall ensure adjacent sidewalks are kept clean daily to prevent accumulation of cigarette butts adjacent to the premises. Applicant shall also provide cigarette urns and cigarettes butt receptacles wherever patrons gather to smoke.
- 12. 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 of. Such containers will be housed in a wood enclosure so as not to be visible from neighbors windows. The applicant further agrees to hold all recyclable materials (especially cans and glass bottles) indoors and dispose of them outdoors only between the hours of 7:00 a.m. and 9:00 p.m. All trash and recyclable collection shall be conducted between the hours of 7:00 a.m. and 9:00 p.m.
- I3. 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.
- 14. Staff and Patrons. Applicant shall take reasonable steps to prevent its patrons from causing excessive noise or disturbances within the premises, outside in the Sidewalk Cafe, in front of, or immediately adjacent to the establishment during the hours of operation and as they depart at closing.

15. Security. Applicant shall install at a minimum two security cameras, recording the front street entrance and the Sidewalk Café of the Applicant's Premises, and shall ensure that the recordings from said cameras are available to the Metropolitan Police Department and ABCA for a minimum of 15 days following the date of recording.

16. Construction. Any reference to specific laws, regulations, or requirements of other laws or regulations contained in this Settlement Agreement is meant for informational purposes only. The parties do not intend for a violation of any DC law, regulation, or requirement to be considered a violation of this Settlement Agreement.

violation of this Settlement Agreement.

I7. Binding Effect. This Agreement shall be binding upon and enforceable against the successors

and assignees of the Applicant.

18. In consideration of the conditions listed above, Advisory Neighborhood Commission 2G shall support the Applicant's license and operation at 1840 6th Street, NW, pursuant to a 6-0-0 vote to approve the terns of this Agreement at the Commission's duly-noticed meeting on July 10, 2025, with a quorum present.

ADVISORY NEIGHBORHOOD COMMISSION 2G

By:

Signatory: Steven McCarty, Chair

Advisory Neighborhood Commission 2G

DREAMCOMETRUE, LLC T/A EB'S/EEBEE'S

Signatory: Emily Brown, Owner

By English B

Dreamcometrue, LLC