

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:	)	
	)	
Zemen M, LLC	)	
t/a Sliced and Brewed Restaurant	)	
	)	
Application for Substantial Change	)	License No.: ABRA-115871
(Summer Garden)	)	Order No.: 2025-849
to a Retailer's Class CT License	)	
	)	
at premises	)	
1915 9th Street, NW	)	
Washington, D.C. 20001	)	
	)	

Zemen M, LLC, t/a Sliced and Brewed Restaurant, Applicant

Francois Barrillaux and Miguel Trindade-Deramo, Commissioners, Advisory
Neighborhood Commission (ANC) 1B

BEFORE: Donovan Anderson, Chairperson
Silas Grant, Jr., Member
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 Zemen M, LLC, t/a Sliced and Brewed Restaurant (Applicant), Applicant for a Substantial Change to add a summer garden to its Retailer's Class CT License and ANC 1B have entered into a Settlement Agreement (Agreement), dated July 10, 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 Commissioners Francois Barrillaux and Miguel Trindade-Deramo, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 6th day of August 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 modification:

Section 1 (Nature of the Establishment) – this Section shall be modified to read as follows: “Applicant has applied to operate and manage a Class C Tavern Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this or any other license issued by the Board including any conditions related to any endorsements or permits issued by the Board (e.g., summer garden).”

The parties have agreed to this modification.

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

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via Seamedocs.com
Donovan Anderson
Key: ac430b96c9d5f09e4b730093d1dccc8

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).



Alcoholic Beverage and Cannabis Administration
899 North Capitol Street NE
Suite 4200-B
Washington, DC 20002

Transmittal of Commission Actions to ABCA

Applicant: ***SLICED AND BREWED, "THE TERRACE"***.

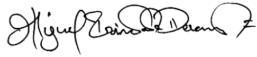
ABRA- 115871 | Class "C" Tavern | 1915 9th Street NW | 1B02 | Substantial Changes to License

ANC1B Action:

After providing sufficient notice for and with a quorum of 8 of 9 present at its Thursday July 10, 2025 meeting, Advisory Neighborhood Commission 1B voted, with 8 yeas, 0 nays, and 0 abstention, to approve the settlement agreement with "Sliced and Brewed"

	Protest on the grounds of peace, order and quiet
	Support request for a license renewal
x	Approve Settlement Agreement
	Support license application

On behalf of the Commission.


boxSIGN 1J5Y6L73-4YXYZJVY

Miguel Trindade Deramo
Commission Chairperson

Francois Barrilleaux
Commissioner, 1B02



**Settlement Agreement between Advisory Neighborhood Commission 1B and
*THE TERRACE, previously "Sliced and Brewed".***

THIS AGREEMENT, made and entered into this day of July 10th, 2025, by and between BE MNM LIMITED LIABILITY COMPANY, "DC Terrace", previously Zemen M, LLC, "Sliced and Brewed," ("Applicant") and ANC 1B ("ANC").

RECITALS

WHEREAS, Applicant has filed an application for a substantial change to a Retailer's Class C Tavern ABC License ("License") for a business Establishment located at 1915 9th St NW ("Establishment") for request for Summer Garden;

WHEREAS, in recognition of the Alcoholic Beverage Control Board ("Board")'s policy of encouraging parties to a liquor licensing proceeding to settle their differences by reaching Settlement Agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include this Agreement as a formal condition of its renewal application, and (2) ANC will not file a protest of the application provided that the Board approve this Agreement conditioned upon Applicant's compliance with its terms; and

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

1. Nature of the Establishment:

- Applicant will operate and manage a Class C Tavern Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class with Summer Garden.
- The Establishment's Summer Garden shall have a maximum occupancy of 24. Applicant shall post its Certificate of Occupancy in public view at all times.

2. Hours: Establishment's permitted hours of operation, and selling, serving, and consuming alcohol shall be **newly agreed** as follows. This differs from what was originally included in their placard:

a. Interior Hours of Operation:

Sunday	8:00 a.m.	2:00 a.m.
Monday	8:00 a.m.	2:00 a.m.
Tuesday	8:00 a.m.	2:00 a.m.
Wednesday	8:00 a.m.	2:00 a.m.
Thursday	8:00 a.m.	2:00 a.m.
Friday	8:00 a.m.	3:00 a.m.
Saturday	8:00 a.m.	3:00 a.m.

b. Interior Hours of Operation and Sales, Service, and Consumption of Alcoholic Beverages:

Sunday	9:00 a.m.	1:00 a.m.
Monday	9:00 a.m.	1:00 a.m.
Tuesday	9:00 a.m.	1:00 a.m.
Wednesday	9:00 a.m.	1:00 a.m.
Thursday	9:00 a.m.	1:00 a.m.
Friday	9:00 a.m.	2:00 a.m.
Saturday	9:00 a.m.	2:00 a.m.

c. Summer Garden Hours:

Sunday	9:00 a.m.	12:00 a.m.
Monday	9:00 a.m.	12:00 a.m.
Tuesday	9:00 a.m.	12:00 am.
Wednesday	9:00 a.m.	12:00 a.m.
Thursday	9:00 a.m.	12:00 p.m.
Friday	9:00 a.m.	12:00 a.m.
Saturday	9:00 a.m.	12:00 a.m.

d. Hours of Live Entertainment Inside Premises:



Sunday	6:00 p.m.	1:00 a.m.
Monday	6:00 p.m.	1:00 a.m.
Tuesday	6:00 p.m.	1:00 a.m.
Wednesday	6:00 p.m.	1:00 a.m.
Thursday	6:00 p.m.	1:00 a.m.
Friday	6:00 p.m.	2:00 a.m.
Saturday	6:00 p.m.	2:00 a.m.

- e. However, (1) on days designated by the DC ABC Board as “Extended Hours for ABC Establishments” Applicant may operate and serve alcohol for such hour(s); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 am

3. Noise:

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. Applicant agrees to keep its doors and windows closed when Entertainment is being provided at the Establishment; but Applicant may open its window panels seasonably, provided that the Entertainment is not audible in any neighboring residential building at any time
- c. Applicant shall take reasonable, necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises according to ABRA DC official Code Section 25-725, including, but not limited to, making reasonable architectural modifications to the Establishment, making reasonable upgrades to windows on the premises, making reasonable upgrades to the sound system; and installing reasonable soundproofing and noise mitigation measures
- d. Exterior doors and windows shall not remain open after 10:00 p.m. when music or amplified sound is audible from the exterior of the Establishment.
- e. Amplified speakers used in the interior must be on stands, raised, and/or mounted to reduce vibrations.
- f. Applicant’s front door shall remain closed (not propped open), other than for ingress and egress, after 7:00 p.m. daily.
- g. Applicant shall inform its patrons by signage or other means, including staff members or security personnel, that residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment.
- h. Applicant shall receive deliveries only between 7:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.



- i. Applicant's security manager on duty, or their designee, shall be responsible for handling any noise issue complaints from the neighbors. This person will carry a cell phone designated for this purpose and the ANC shall be given this number to distribute to the neighboring residents.

- j. No amplified sound in the summer garden after 10pm on weekdays.

4. Trash and Odors:

- a. Applicant is encouraged to work with the ANC towards solutions for removing dumpsters and grease barrels from public space on site and collectively in surrounding block.
- b. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in closed containers that are resistant to vermin, leaks, and odors.
- c. Applicant shall deposit trash and garbage only in rodent resistant dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- d. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- e. Applicant shall arrange for trash and recycling collection a minimum of 4 times per week.
- f. Applicant shall not allow trash or recyclable disposal or collection between the hours of 10:00 p.m. and 7:00 a.m.
- g. Applicant shall keep the exterior (including immediately adjacent portions of the alley way) of the Establishment free of litter, bottles, chewing gum, trash, other debris and power wash when necessary.
- h. Applicant shall take reasonable, necessary actions to mitigate odors emanating from the Establishment, including, if necessary, installing and maintaining high-efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.
- i. Applicant shall provide readily accessible recycling for customers, especially of pizza or other food boxes
- j. Applicant shall take reasonable measures to ensure that the areas immediately adjacent to the Establishment are kept in a clean and litter-free condition.

5. Rat and Vermin Control:

- a. Applicant shall instruct an employee to ensure that the areas immediately adjacent to the premises, including the sidewalk and alley abutting the premises and around its dumpster, are swept and trash and other waste are removed from the ground at the end of operations to help eliminate potential attractions for rodents, pests, and other vermin.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per quarter and shall maintain recommended pest control measures, and show documentation upon request.

6. Security & Queuing:



- a. Applicant shall make reasonable efforts to reduce the potential for patrons queuing to enter the Establishment. Applicant shall maintain rope and stanchions for patrons queuing to enter the establishment. Applicant shall make reasonable efforts to minimize the queue's impact on the public space, including having an employee stationed outside to monitor patrons waiting in the queue.
 - b. Applicant shall take all reasonable steps to minimize problems of illegal drugs and public drinking, including, by having a sufficient number of trained employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises; and maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.
 - c. Applicant shall maintain ownership and control of the Premises, including patrons' ingress and egress, staff of the establishment, including any bar and security staff. Under no circumstances shall Applicant permit a third-party or promoter to be responsible for providing security or maintaining control over the establishment's existing security personnel.
7. Parking:
 - a. Applicant shall discourage its employees from parking their vehicles illegally, on streets signed with parking restrictions, including time-limited parking and resident-only parking.
 - b. Applicant shall encourage vendors and contractors to park legally, and, as reasonably necessary, work with DDOT, DPW or the appropriate agency to resolve issues related to illegal parking by its vendors and contractors.
 - c. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation or walking.
8. Compliance with Regulations: Applicant shall comply with regulations of the Board (ABRA), Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.
9. Binding Effect: This Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
10. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors upon request.
11. Notices.
 - a. Notices shall be provided by email, U.S. Mail, or hand-delivery as follows:
If to ANC:
Advisory Neighborhood Commission 1B
2000 14th St., NW, Suite 100B
Washington, DC 20009
1b@anc.dc.gov

If to Applicant:



DC Terrace
1915 9th St NW
Washington DC, 20009
Attn: Lea Alemu

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to the aforementioned covenants and ANC agrees to refrain from filing a protest against Applicant's ABC License application, provided that this Agreement is incorporated into the Board's order approving Applicant's Class C Tavern ABC license.

*[SIGNATURE BLOCKS ON FOLLOWING
PAGE]*



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

ANC:

Advisory Neighborhood Commission 1B

Francois Barrillaux

Date Signed: _____


box SIGN 1J5Y6L73-4YXYZJVY

Miguel Trindade-Deramo, Chair, ANC 1B

Date Signed: Jul 14, 2025

APPLICANT:

DC Terrace


By: **box** SIGN 4P5PYVVP-4YXYZJVY

Lea Alemu

Date Signed: Jul 13, 2025