

This Agreement constitutes a withdrawal of the Protest filed by MHNA.

Accordingly, it is this 8th day of May 2024, **ORDERED** that:

1. The Protest of MHNA in this matter is hereby **WITHDRAWN**;
2. 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:

Subsection 1(a) (Nature of the Establishment) – This Subsection shall be replaced with the following language: “The Applicant has applied to operate a Class C Establishment as defined by the Board. Applicant shall comply with all conditions applicable to its designated license.”

Subsection 1(d) (Nature of the Establishment) – First sentence shall be modified to read as follows: “Applicant shall not have a designated dance floor.”

Subsection 11(a) (Communications with Applicant) – Second sentence shall be modified to read as follows: “In addition, the Applicant is encouraged to use best efforts to have a management representative attend meetings with MHNA and neighboring residential buildings, upon invitation, in an effort to ensure an open dialogue and a good working relationship necessary to resolve any concerns.”

Subsection 11(b) (Communications with Applicant) – First sentence shall be modified to read as follows: “Applicant is encouraged to respond to and address resident complaints in a timely and commercially reasonable manner.”

The parties have agreed to these modifications.

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

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43cb66c9d5f09e4e730069d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae373f820de6ac8d1b332d2049ec

James Short, Member



Silas Grant, Jr., 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, 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 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 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
Concerning New License Application ABRA-127779 to
V14 Investments, LLC, t/a V Street Lounge
2100 14th St., NW, Washington, DC 20009

ALCOHOLIC BEVERAGE
REGULATION ADMIN
2024 MAY -1 A 6: 10
ABRA

Made this 29 day of APR 2024, by and between V14 Investments, LLC (“Applicant”) and Meridian Hill Neighborhood Association (“MHNA”).

RECITALS

WHEREAS, Applicant has filed an application for a new Retailer’s Class C Tavern License (ABRA-127779) (“License”) for a business establishment located at 2100 14th Street, N.W (“Establishment”); and the application is currently pending before the District of Columbia Alcoholic Beverage Control Board (“ABC Board”); and,

WHEREAS, in recognition of the Board’s policy of encouraging parties to liquor licensing proceedings 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 MHNA’s concerns and to include this agreement as a formal condition of its application, and (2) MHNA will agree to the issuance of the above license provided that such an agreement is incorporated into the Board’s order issuing the license, which license is conditioned upon compliance with this agreement;

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.

a. The Applicant will operate and manage a Class C Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.

b. The Establishment shall be a restaurant/bar.

c. The Establishment shall have a maximum occupancy load as stated in the approved certificate of occupancy for inside and outside areas. Applicant shall post its Certificate of Occupancy in public view at all times.

d. Applicant shall not have a designated dance floor and shall not market, advertise, or promote dancing. The Applicant shall not charge patrons a cover to gain entry to the Establishment.

e. Live entertainment shall be limited to Thursdays and weekends only except when it's a holiday falling on days other than Thursdays or weekends only. In such case, live entertainment shall be allowed on the holiday. All live entertainment shall be indoors only.

f. There shall be no outside bar in the sidewalk cafe.

g. Any change in the nature of the business shall be considered to be a substantial change in operation of great concern to MHNA and requiring prior approval by the ABC Board.

2. HOURS OF OPERATION AND SALES.

a. Establishment's permitted hours of operation shall be as follows:

Interior Hours:

i. Sunday: 10 AM-1 AM;

ii. Monday - Thursday: 10 AM-2 AM

iii. Friday & Saturday: 10 AM-3 AM

Exterior Hours:

i. Sunday – Thursday: 10 AM-11 PM

ii. Friday – Saturday: 10 AM-12 AM

b. Applicant agrees that the selling, serving and consuming of alcohol and food shall cease 30 minutes prior to the closing times listed above.

c. Notwithstanding the foregoing, on January 1 of each year Applicant may operate, including the selling and serving of alcohol and food until 3:00 AM.

3. NOISE.

a. Applicant acknowledges familiarity with and shall comply with all applicable noise-control regulations, including but not limited to, those in the DCMR Title 20 and Title 25.

b. Applicant shall ensure no temporary or permanent speakers will be present or used on or in sidewalk cafe area. Applicant agrees to use best commercial efforts to restrict patrons from using electronic devices such as speakers to play music. Applicant agrees not to have any live or recorded music or entertainment on or in the sidewalk cafe area.

c. Applicant agrees to post signage notifying patrons that the business is located in a residential area with young children present and request patrons to be quiet and respectful.

d. The downstairs doors and windows of the Establishment shall be kept closed after 10 PM, except when persons are in the act of using the door for ingress or egress. All upstairs windows shall be kept closed at all times during operating hours.

e. Applicant shall post a conspicuous sign at each exit advising of the necessity of departing the establishment quietly and advise its patrons that D.C. Official Code §22-1321(d) which makes it unlawful for one to make an unreasonably loud noise between 10 PM and 7 AM that is likely to annoy or disturb one or more other persons in their residence.

f. Applicant shall receive deliveries only between 7 AM and 7 PM.

g. Applicant agrees to implement additional measures to aid in the mitigation of noise from the Premises, including, but not limited to monitoring patrons, providing crowd control, and monitoring music and noise levels. Applicant shall take reasonable measures to ensure that patrons are not behaving in a loud or disorderly manner inside or outside of the Premises. The Applicant shall implement and maintain an approved ABRA security plan.

4. SAFETY & SECURITY.

a. Applicant shall develop and submit to ABRA a detailed security plan that addresses issues surrounding queuing, security guards including off-duty officers, and security cameras. Applicant shall maintain any queuing lines away from residential areas, preferably along V St. towards 15th St. NW, so long as it is approved by ABRA or appropriate DC Authority. Applicant shall provide appropriate and qualified security resources in accordance with the ABRA approved security plan to ensure orderly conduct of patrons and noise control both inside and

immediately outside the Establishment, particularly for patrons entering or leaving the Establishment.

b. Applicant shall ensure that security cameras will provide as close to full coverage as is commercially and mechanically possible of the upstairs and downstairs interior, exterior entry/exit areas, and along the 14th St. front and V St. side of the Establishment. Applicant agrees to use all commercially reasonable efforts to ensure that the security camera system is in good working order at all times. In the event that a component of the security camera system breaks, Applicant will repair the system in a timely and commercially reasonable fashion.

c. The Applicant shall post signs and employ reasonable commercial efforts to prohibit patrons from smoking near residences, including designating a smoking area.

d. Applicant shall ensure that recordings and footage from said security cameras are stored for a minimum of 7 days following the date of the recording.

e. Applicant shall provide security camera footage to ABRA or the Metropolitan Police Department (MPD) within 48 hours of receiving a request from these agencies.

f. Applicant shall not offer bottomless alcoholic drinks, except for on Saturday and Sunday; 2 for 1 alcoholic drinks; or any other alcoholic drink specials which might reasonably contribute to patrons being over served.

5. TRASH/GARBAGE/RODENTS.

a. Applicant will keep trash and oil barrels off public space and shall not store any items outside the trash room or on the loading dock; provided that immediate trash and recycling pick-up shall not apply.

b. Applicant shall use its best commercial efforts to eliminate accessible food sources and attractions for rodents, vermin, and other pests, located inside and outside the Establishment, to include the summer garden area and within 21 feet of all entry/exit doors. Applicant shall contract with a licensed exterminator to inspect the Establishment at least monthly, or more frequently as needed, and shall maintain recommended pest control measures.

c. Applicant will provide for the proper removal of grease and fatty oils from the establishment and shall not deposit grease or fatty oils in the dumpster nor dispose of them down the sink or any drain. Applicant shall install and maintain an approved grease trap or grease interceptor and contract for a reputable grease collection and cleaning service to remove spent oil. At a minimum, the grease trap or interceptor shall be cleaned and serviced every 90 days or more frequently, as needed. Written proof of grease collection and grease trap or interceptor cleaning and servicing shall be available upon request.

d. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in containers that are impervious to vermin, leaks, and odors.

e. Applicant will take reasonable efforts to ensure 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.

6. PARKING.

a. Applicant shall notify patrons, on the Establishment's website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation.

b. Applicant shall not use a Valet parking service for patrons blocking, idling, waiting, or parking on 14th or V streets at anytime due to the already overburdened vehicular and pedestrian traffic in the area.

7. COMPLIANCE with REGULATIONS. Applicant shall comply with regulations of the Board, 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.

8. BINDING EFFECT. This agreement shall be binding upon and enforceable against the successors of the 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.

9. 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 immediately upon request.

10. MODIFICATION OF VOLUNTARY AGREEMENT. This agreement can be modified only by mutual agreement of all parties or with the approval of the ABRA Board for acceptance and enforcement, or as required by District law.

11. COMMUNICATIONS with APPLICANT.

a. The Applicant shall provide to the MHNA both a phone number and an e-mail address for its management team. In addition, the Applicant shall use best efforts to have a management representative attend meetings with MHNA and neighboring residential buildings, upon invitation, in an effort to ensure an open dialog and a good working relationship necessary to resolve any concerns.

b. Applicant shall respond to and address resident complaints in a timely and commercially reasonable manner. Applicant shall maintain an incident log which shall be available to ABRA upon request.

12. NOTICE AND OPPORTUNITY TO CURE.

a. The Applicant shall be entitled to reasonable notice and an opportunity to cure in the event that Applicant is in breach of this Agreement. Unless the breach is of an emergency nature, a material breach, or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within ten days of the date of such notice. If Applicant fails to cure within the ten-day period (or, with respect to a breach which reasonably requires more than ten days to cure, fails to commence cure of such breach and diligently pursue such cure) such failure shall constitute a cause for MHNA to file a complaint with ABRA. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and emailed, mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement. Notice shall be deemed given as of the time of receipt or refusal

of receipt. Notwithstanding anything contrary herein, the parties reserve all legal rights that they have to enforce this Agreement, and nothing herein shall prevent MHNA or any residents from seeking enforcement of this Agreement and applicable regulations by District of Columbia ABRA and law enforcement officials and processes in the event of a violation.

b. Notices shall be provided by email, US Mail or hand-delivery as follows:

If to MHNA:

Meridian Hill Neighborhood Association

c/o Janet Harouch

2125 14th St., NW, #201

Washington, DC 20009

president@meridianhilldc.org

If to Applicant:

V Street Lounge, LLC

2100 14th St., NW

Washington, DC 20009

criminaljustice1166@yahoo.com (or pls change to whatever email you choose) 

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


IN WITNESS WHEREOF, by signing of the representative of the Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestant agrees to the issuance of the Class C license to Applicant provided that this agreement is incorporated into the Board's order issuing a Class C license, the issuance of which is conditioned upon compliance with the Settlement Agreement.

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

V14 Investments, LLC

By: Hamid (Tony) Taheri

Print name of authorized signer


4/29/2024

MERIDIAN HILL NEIGHBORHOOD ASSOCIATION

By: Janet Harouch
Janet Harouch, MHNA Board

Janet Harouch 4/29/24