

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

In the Matter of:)
)
For Mir, LLC)
t/a de Rum Spot)
)
Applicant for a New)
Retailer’s Class CT License)
)
at premises)
2827 Sherman Avenue, NW)
Washington, D.C. 20001)
)

Case No.: 22-PRO-00015
License No.: ABRA-117701
Order No.: 2022-167

For Mir, LLC, t/a de Rum Spot, Applicant

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B, 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 1B’S PROTEST**

The Application filed by For Mir, LLC, t/a de Rum Spot (Applicant), for a new Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on March 14, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 1B entered into a Settlement Agreement (Agreement), dated April 8, 2022, 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 James Turner, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B.

Accordingly, it is this 20th day of April 2022, **ORDERED** that:

1. The Application filed by For Mir, LLC, t/a de Rum Spot, for a new Retailer's Class CT License, located at 2827 Sherman Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;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 Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a4320e549941f944b72000015100f

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547a0378920b4a931e032b4248c

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 205d3fcaaf0e14047f4675bd7917a205

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b562e91845e1f5e401e15545c12f01cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 8217231f005447491b569c24410f8

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5227bda7f8f0040ec14adeb52541ce5

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

Concerning Issuance of Entertainment Endorsement to License ABRA-117701 to
For Mir, LLC, t/a da Rhum Spot
2827 Sherman Avenue, NW, Washington, DC 20009

Made this 8th day of April 2022, by and between For Mir, LLC. (“Applicant”) and Advisory Neighborhood Commission 1B (“Protestant”).

RECITALS

WHEREAS, Applicant has filed an application for a Retailer’s Class CT License (ABRA-117701) (“License”) for a business establishment located 2827 Sherman Avenue, NW (“Establishment”); and the application is currently pending before the District of Columbia Alcoholic Beverage Control Board (“Board”); and,

WHEREAS, in recognition of the Board’s policy of encouraging parties to protest 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 specific measures to address Protestant’s concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the license provided that such an agreement is incorporated into the Board’s order issuing the license;

NOW, THEREFORE, in consideration of the mutual covenants from now on set forth, and other good and valuable considerations, receipt, and sufficiency are at this moment acknowledged, the parties agree as follows:

1. NATURE OF THE ESTABLISHMENT.

a. The Applicant will operate and manage a Class CT Tavern Establishment, as defined by Title 25 of the District of Columbia Code and Title 23 of the District of Columbia Municipal Regulations (DCMR).

b. Any change in the business shall be considered by the parties to be a substantial change in the operation of great concern to residents and requires prior approval by the ABC Board.

2. HOURS OF OPERATION AND SALES. The establishment's permitted hours of operation, and selling, serving, and consumption of alcohol and entertainment shall be as follows:

*Live entertainment shall be permitted as DJ or ensemble music inside the premises at a level allowing patron conversation and as ambient music on the seated Sidewalk Café.

**Operation hours shall include prep and clean-up time for kitchen, bar, and all service areas, janitorial work, restocking, and breakdown of any equipment.

***Sales of alcohol shall end a one-half hour before operation closing hours on all days.

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. The applicant shall take all commercially necessary actions to ensure that all music, noise, sounds, and vibrations generated inside or outside the Establishment by the Applicant's entertainment or business operations are not audible inside any residential premises, including, but not limited to, making architectural modifications to the Establishment.

c. Music, noise, sounds, and vibrations generated inside or outside the Establishment (including the sidewalk cafe) by Applicant's entertainment activities or business operations shall not be audible within the interior of residences after 10 PM on any day.

| Inside Premises | Operation** | Sales*** | Entertainment* |
|------------------------|--------------------|-----------------|-----------------------|
| Sunday | 9AM - 2AM | 9AM - 1:45AM | 11AM - 1:30AM |
| Monday | 9AM - 2AM | 9AM - 1:45AM | 11AM - 1:30AM |
| Tuesday | 9AM - 2AM | 9AM - 1:45AM | 11AM - 1:30AM |
| Wednesday | 9AM - 2AM | 9AM - 1:45AM | 11AM - 1:30AM |
| Thursday | 9AM - 2AM | 9AM - 1:45AM | 11AM - 1:30AM |
| Friday | 9AM - 2AM | 9AM - 1:45AM | 11AM - 1:30AM |
| Saturday | 9AM - 2AM | 9AM - 1:45AM | 11AM - 1:30AM |
| Sidewalk Cafe | | | |
| Sunday | 9AM - 11PM | 9AM - 10:45PM | 11AM - 10:30PM |
| Monday | 9AM - 11PM | 9AM - 10:45PM | 11AM - 10:30PM |
| Tuesday | 9AM - 11PM | 9AM - 10:45PM | 11AM - 10:30PM |
| Wednesday | 9AM - 11PM | 9AM - 10:45PM | 11AM - 10:30PM |
| Thursday | 9AM - 11PM | 9AM - 10:45PM | 11AM - 10:30PM |
| Friday | 9AM - 11PM | 9AM - 10:45PM | 11AM - 10:30PM |
| Saturday | 9AM - 11PM | 9AM - 10:45PM | 11AM - 10:30PM |

d. To help reduce noise transmission in case of noise complaints, the Applicant shall install sound mitigation improvements throughout the Premises, as a qualified acoustical engineer recommends. The Applicant shall engage a qualified acoustic engineer to ensure that all good mitigation improvements are installed to the highest noise control industry standard.

e. The applicant shall regulate the audio system sound levels and location of equipment, including the audio system by contracted musicians, disc jockeys, and other vendors so that it is consistent with the noise prohibitions outlined in this Agreement. Live music and amplification devices shall be connected to the Establishment's sound system to ensure the Applicant's better sound quality and control.

f. The applicant shall ensure that no temporary or patron speakers will be present or used on or in the sidewalk cafe area.

g. Applicant agrees to post signage notifying patrons that the business is in a residential area and requests patrons to be quiet and respectful.

h. The applicant agrees to keep its doors and windows closed at all times of live entertainment or music above ambient level.

i. The 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 that is likely to any or disturb one or more persons in their residence.

j. To the extent within the applicant's control, the applicant shall receive deliveries only between 8 AM and 6 PM daily.

k. 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. The applicant shall take reasonable measures to ensure that patrons are not behaving loud or disorderly inside or outside the Premises. The Applicant shall implement and maintain an approved ABRA security plan.

4. SAFETY & SECURITY.

a. Applicant shall develop and submit a detailed security plan to ABRA that addresses issues surrounding queuing, security guards, and security cameras.

b. Applicant shall furnish and install security cameras to provide complete coverage of the upstairs and downstairs interior, exterior entry, and exit areas of the Establishment.

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

d. Applicant shall ensure that recordings from said security cameras are maintained for 30 days following the recording date. The footage shall be provided to the Metropolitan Police Department or the Alcoholic Beverage Regulation within 48 hours of the request.

5. TRASH, GARBAGE, and 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 eliminate accessible food sources and attractions for rodents, vermin, and other pests, including exterior sources of food, standing water, and shelter locations inside and outside the Establishment, including the summer garden area and within 15 feet of all entry/exit doors. The applicant shall contract with a licensed exterminator to inspect the Establishment monthly or more frequently as needed and 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 heavy oils in the dumpster nor dispose of them down the sink or any drain.

d. Applicant shall ensure to the extent within its control that trash and recycling contractors pick up trash and materials no earlier than 7:00 a.m. and no later than 6:00 p.m.

6. PARKING.

a. Applicant shall notify patrons, on 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 only use Valet parking service for off-street, non-residential parking patrons due to the overburdened public parking available to neighborhood residents.

7. COMPLIANCE WITH REGULATIONS. The 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 the conduct of its business and the ownership of the license.

8. BINDING EFFECT. This agreement shall be binding upon and enforceable against the successors and assigns 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 investigators 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. The Applicant shall provide a phone number and an e-mail address for its management team on its website.

12. COMPLAINT/DISPUTE RESOLUTION PROCESS.

a. Applicant shall respond promptly to all calls and offer an acceptable resolution to the complaint. An emergency call is defined as one that affects the resident's quiet use and enjoyment due to noise, vibrations, or other disturbances generated from the

Applicant's business operations or entertainment activities. Routine calls for other matters addressed in this Agreement, such as trash or pest control, shall be promptly responded to and managed by the Applicant to abate the situation. The Applicant's representative may address reported noise problems by lowering the volume of any noise, music, sounds, or vibrations to a level where it is no longer audible within the residence(s) as verified by the person or resident making the complaint; or by the Applicant's designated representative addressing noise generated by patrons behaving in a loud or disorderly manner inside or outside the Establishment.

b. The Applicant shall inform and train staff within seven days of hire and routinely train staff monthly after being hired regarding the details of this Agreement to facilitate an appropriate and timely response to resident complaints.

14. NOTICE AND OPPORTUNITY TO CURE.

Except as stated in the paragraph above regarding the Applicant's agreement to voluntarily reduce operating hours, the Applicant shall be entitled to reasonable notice and an opportunity to cure if the Applicant breaches this Agreement. Unless the violation is of an emergency nature, a material breach, or a repetition of a prior violation, reasonable notice and opportunity shall provide for a cure within ten days of such information. Suppose Applicant fails to cure within the ten days (or, concerning a breach which reasonably requires more than ten days to cure, fails to commence cure of such breach and diligently pursue such medicine). In that case, such failure shall constitute a cause for filing a complaint with the ABC Board under DC Official Code 25-447. Suppose the Applicant is in material breach of this agreement. In that case, it shall constitute an immediate cause for filing a complaint with the ABC Board. It shall not require notice to cure, except that a material breach may be fixed by a voluntary reduction in operating hours stated above. Unless otherwise noted above, any information required 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 at the time of receipt or permit refusal. Notwithstanding anything contrary herein, the parties reserve all legal rights that they have to enforce this Agreement, and nothing herein shall prevent the Protestants 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.

Notices shall be provided by email, US 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

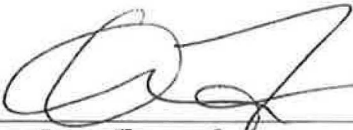
If to Applicant:
For Mir LLC, t/a da Rhum Spot
2827 Sherman Avenue, NW
Washington, DC 20009
Quran.turner@gmail.com

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


IN WITNESS of which, by the signing of the representative of the Applicant and Protestants, Applicant at this moment agrees to covenants above and Protestants concur to the issuance of the Class CT license to Applicant, and withdraws their protest, provided that this agreement is incorporated into the Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with the Settlement Agreement.

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

For Mir, LLC

By:  Date: 4.12.2022
Quran Turner, Owner

ANC 1B

By:  Date: 04-13-2022
James A. Turner
Chair ANC 1B, Commissioner 1B09