

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

In the Matter of:)	
)	
514 Partners, LLC)	
t/a Tortuga Caribbean Bar & Grille)	
)	
Holder of a)	License No.: ABRA-107131
Retailer's Class CR License)	Order No.: 2020-189
)	
at premises)	
514 8th Street, SE)	
Washington, D.C. 20003)	

514 Partners, LLC, t/a Tortuga Caribbean Bar & Grille (Licensee)

Chander Jayaraman, Commissioner, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT

On May 10, 2016, ANC 6B and a previous holder of a Retailer's Class CR license for the premises located at 514 8th Street, SE, entered into a Settlement Agreement (Agreement). 514 Partners, LLC, t/a Tortuga Caribbean Bar & Grille (Licensee), as the subsequent and current holder of that license is required to comply with the terms of the Agreement, because it governs the operations of the Licensee's establishment.

On May 10, 2019, the Licensee and ANC 6B entered into an Amendment to Settlement Agreement (Amendment), that also governs the operations of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Second

Amendment to Settlement Agreement (Second Amendment), dated February 11, 2020, in accordance with D.C. Official Code § 25-446 (2001).

The Second Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Chander Jayaraman, on behalf of ANC 6B, are signatories to the Second Amendment.

Accordingly, it is this 25th day of March, 2020, **ORDERED** that:

1. The above-referenced Second Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:


Section 3 (Hours of Operation, Sale, Service, and Consumption) – At the end of this Section, add the following language: “Special events (such as wedding receptions; fundraisers; local festivals and events; Cinco de Mayo, etc.) where the Applicant decides to have a cover charge.”

Section 6 (Add a new section to include a Notice to Cure provision) – In New Section 12, the language “shall constitute a cause for seeking a Show Cause Order from the ABC Board” shall be replaced with the language “shall constitute grounds for filing a complaint with the ANC Board.”

The parties have agreed to these modifications.

2. All terms and conditions of the original Settlement Agreement and Amendment not amended by the Second Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


James Short, Member


Bobby Cato, Member

Rema Wahabzadah, Member


Ray Crockett, Member


Jeni Hansen, Member

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 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).

**AMENDMENT TO THE SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B
and
514 Partners, LLC, d/b/a Tortuga Caribbean Bar and Grille**

Pursuant to this Amendment to the Settlement Agreement, (“Amendment”), by and between 514 Partners, LLC, d/b/a Tortuga Caribbean Bar and Grille (“Applicant”) and Advisory Neighborhood Commission 6B (“ANC6B”), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of the existing Settlement Agreement (SA) and this Amendment as it relates to the operation of Applicant’s business located at 514 8th Street, SE, Washington, DC 20003 (“Premises”)

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and to mutually memorialize in this Amendment to the existing SA the terms and conditions upon which ANC6B has agreed to support modification to Applicant’s SA, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant’s business, as amended by the substantial change in the license with the addition of an entertainment endorsement, limiting the hours of entertainment both in the interior and on the summer garden, language change to noise provision, and administrative correction to the numbering on the existing SA.

NOW, THEREFORE, Applicant and ANC 6B agree, as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Section 2. Nature of the Business. Replace in its entirety with the following:

Nature of the Business. Applicant will manage and operate a full-service seated Restaurant (“Establishment”) with on-site prepared food available for purchase at the Premises and with a Sidewalk Café and Summer Garden endorsements. The Establishment seeks a total seating capacity for 190 patrons inclusive of 75 indoor seating, up to 30 sidewalk café seating and up to 85 roof top summer garden seating. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.

3. Add the following to Section 3, Hours of Operation, Sale, Service, and Consumption.

Applicant’s Hours of Entertainment on the interior of the Premises will be as follows:

Monday thru Friday:	3:00 PM to 12:00 Midnight
Saturday and Sunday	11:00 AM to 12:00 Midnight

Applicant’s Hours of Entertainment on the roof top Summer Garden will be as follows:

Monday thru Sunday: 3:00 PM to 8:30 PM

The Applicant voluntarily agrees to forego a cover charge endorsement but may avail itself of the 1-day substantial change permit afforded by ABRA for special events with a cover charge.

4. Section 5. Requirement for Operation of the Summer Garden. Change the number of the section on the existing SA from “5” to “4a.”

- 5. Modify language in Section 6. Noise Mitigation with the following:

Replace the following language in the first sentence of Section 6, "No objectionable noises... emitted beyond the immediate proximity of the Premises will be created by Applicant." with "No objectionable noises... emitted beyond the street curbside of the Premises will be created by Applicant.

- 6. Add a new section to include a Notice to Cure provision in the SA as follows:


Section 12. Notice and Opportunity to Cure. In the event that the Applicant 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 through the submission of a formal complaint to ABRA or any other District of Columbia governmental agency. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. If Applicant fails to cure within the 10-day period (or, with respect to a breach which reasonably requires more than 10 days to cure), fails to commence the cure or diligently to pursue such cure, shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-201(c)(6).

- 7. Agreement Otherwise in Full Force and Effect. Except as otherwise explicitly provided herein, the terms of the existing SA shall remain in full force and effect, and the SA and this Amendment shall constitute the agreement between the parties. This Amendment or the SA may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.


Applicant:

Tom Johnson for William Sport, Owner
 514 Partners, LLC, d/b/a Tortuga (ABRA# 086033)
 514 8th Street, SE
 Washington DC 20003

Signature  Date: 2-11-2020

ANC:

Advisory Neighborhood Commission 6B
 921 Pennsylvania Avenue SE
 Washington DC 20003

Signature  Date: 2-11-2020
 Chairperson, ANC6B