

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

In the Matter of:)	
)	
Ft Del Mar DC, LLC)	
t/a Del Mar)	
)	
Applicant for a New)	License No.: ABRA-106119
Retailer's Class CR License)	Order No.: 2018-391
)	
at premises)	
791 Wharf Street, SW)	
Washington, D.C. 20024)	
)	

Ft Del Mar DC, LLC, t/a Del Mar (Applicant)

Meredith Fascett and Dr. Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON FIRST AMENDMENT TO COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Ft Del Mar DC, LLC, t/a Del Mar (Licensee), and ANC 6D entered into a Cooperative Agreement (Agreement), dated June 12, 2017, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' First Amendment to Cooperative Agreement (First Amendment), dated June 11, 2018, in accordance with D.C. Official Code § 25-446 (2001).

The First Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Meredith Fascett and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the First Amendment.

Accordingly, it is this 13th day of June, 2018, **ORDERED** that:

1. The above-referenced First Amendment to Cooperative Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement, not amended by the First Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board



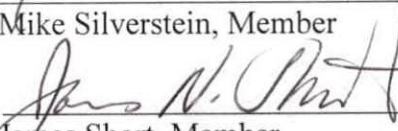
Donovan Anderson, Chairperson




Nick Alberti, Member



Mike Silverstein, Member




James Short, Member



Donald Isaac, Sr., Member



Bobby Cato, Member



Rema Wahabzadah, 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).

*** Advisory Neighborhood Commission 6D
[REDACTED]
[REDACTED]

1101 4th Street SW, Suite W130, Washington, DC 20024
ANC Office: 202 554-1795 office@anc6d.org

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

THIS AMENDMENT #1 to the COOPERATIVE AGREEMENT ("Agreement") is made on this 11th day of June 2018 by and between Ft Del Mar DC LLC t/a ~~Del Mar~~ ("Licensee"), at 791 Wharf Street, SW, Washington, DC 20024 ABRA License #106119 and Advisory Neighborhood Commission 6D ("the ANC"), (collectively, the "Parties"). This amendment updates the Agreement dated June 12, 2017 and finalized by ABC Board Order 2017-361 dated June 14, 2017.

R E C I T A L S

WHEREAS, Licensee and ANC 6D entered into a new Cooperative Agreement dated June 12, 2017 for an establishment ("Establishment") at 791 Wharf Street, SW, Washington, D.C. 20024; and

WHEREAS, the original Cooperative Agreement dated June 12, 2017 provided for the following Floors Utilized and Occupancy:

The Applicant will operate its Establishments on the ground floor, second floor, and two summer gardens on the ground floor along Wharf Street and on the Yacht Club Piazza. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment shall not exceed the total interior occupancy load of 615. The maximum number of seats on the "Cabana" ground floor summer garden is 25; and the maximum number of seats on the "Café Zone" ground floor summer garden is 45.

WHEREAS, the Parties request that the Alcoholic Beverage Control Board approve this Amendment to Cooperative Agreement conditioned upon the Licensee's compliance with the terms of this written Amendment and the previously executed Cooperative Agreement and Board Order and ABRA License; and

NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually understood and agreed by and between the undersigned Parties to amend the previously executed Agreement as follows:

1. *Recitals Incorporated.* The recitals set forth above are incorporated herein by reference.

2. First WHEREAS paragraph is amended by replacing "two summer gardens" with "three summer gardens."

3. Paragraph 2, second sentence is stricken entirely and replaced with the following: "There shall be three summer gardens, two on the ground floor and the third on the second floor of the Establishment."

4. Paragraph 3 is replaced in its entirety by the following: "Floors Utilized and Occupancy: The Applicant will operate its Establishment on the ground floor, second floor, and three summer gardens, two of which are on the ground floor along Wharf Street and on the Yacht Club Piazza, and the third of which is on the second floor of the Establishment. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment shall not exceed the total interior occupancy of 615. The maximum number of seats on the 'Cabana' ground floor summer garden is 25; the maximum number of seats on the 'Café Zone' ground floor summer garden is 45; and the maximum number of seats on the second floor summer garden is 48."

5. Paragraph 4, second sentence is amended by replacing "two summer gardens" with "three summer gardens."

6. Agreement Otherwise Unamended. Except as otherwise provided herein, the terms and conditions of the previously executed Cooperative Agreement, Board Order, and Licensee are expressly reaffirmed and remain in full force and effect.

The ANC:

LICENSEE:

<p>Chair, ANC6D</p> <p><i>Meredith Fascett</i> <u>6/11/18</u></p> <p>Meredith Fascett, SMD07 Date</p>	<p>Ft Del Mar DC LLC t/a Del Mar</p> <p><i>[Signature]</i></p> <p>By: _____ Date</p> <p>Fabio Trabocchi, Managing Member</p>
<p>Chair, ABC Committee, ANC6D</p> <p><i>Coralie Farlee</i> <u>6/11/18</u></p> <p>Coralie Farlee Date</p> <p>Chair, ABC Committee, ANC6D</p>	

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

In the Matter of:)	
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Applicant for a New)	License No.: ABRA-106119
Retailer's Class CR License)	Order No.: 2017-361
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791 Wharf Street, SW)	
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Ft Del Mar DC, LLC, t/a Del Mar (Applicant)

Andy Litsky and Dr. Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Jake Perry, Member
Donald Isaac, Sr., Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Ft Del Mar DC, LLC, t/a Del Mar Stage (Applicant), and ANC 6D entered into a Cooperative Agreement (Agreement), dated June 12, 2017, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Andy Litsky and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 14th day of June, 2017, **ORDERED** that:

1. The above-referenced Cooperative 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:

Second Whereas paragraph – This Whereas paragraph shall be removed.

Section 2 (Nature of the Business) – The following language shall be removed: “from the Basque region.”

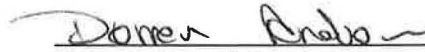
Section 4 (Hours of Operation, Sales, Service, Consumption, and Entertainment) – The following language shall be removed: “and on days that The Nationals have home games or special events, the applicant may operate, sell, serve, and permit the consumption of alcoholic beverages for one additional hour later on the interior of the premises.”

Section 4 (Hours of Operation, Sales, Service, Consumption, and Entertainment) – At the end of the first paragraph in page three, the following language shall be added: “The ANC will not object to the Applicant applying for an one-day substantial change, in accordance District law, on those days that The Nationals have home games or special events so that it may operate, sell, serve, and permit the consumption of alcoholic beverages for one additional hour later on the interior of the premises.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC 6D.

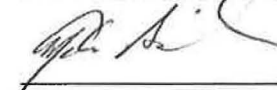
District of Columbia
Alcoholic Beverage Control Board



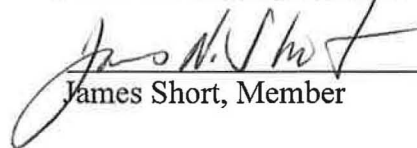
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



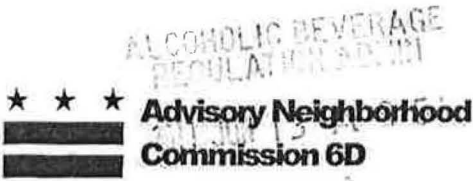
James Short, Member

Jake Perry, Member

Donald Isaac, Sr., 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).



11014th Street SW, Suite W130, Washington, DC 20024
ANC Office: 202 554-1795 office@anc6d.org

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”) is made on this 12th day of June 2017 by and between Ft Del Mar DC LLC t/a Del Mar (“Applicant”), at 791 Wharf Street, SW, Washington, DC 20024 ABRA License # 106119 and Advisory Neighborhood Commission 6D (“the ANC”), (collectively, the “Parties”).

PREAMBLE

Through this agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

W I T N E S S E T H

WHEREAS, Applicant has applied for a License Class CR for a restaurant business establishment (“Establishment”) serving spirits, wine, and beer, including indoor space, and two summer gardens, located at 791 Wharf Street, SW, Washington, D.C. 20024 (“Premises”); and

WHEREAS, applicant has agreed to amend the application to be consistent with hours and other provisions in paragraphs 2 and 4, below; and

WHEREAS, Protestant is Advisory Neighborhood Commission ANC6D, which filed a timely protest (the “Protest”) against the issuance of the Applicant’s applicant pursuant to D.C. Official Code 25-601(4) and 602; and

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Cooperative Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the establishment within the ANC on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

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

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant will manage and operate an Establishment serving spirits, wine, and beer, offering a full service restaurant specializing in Spanish cuisine and seasonal dishes from the Basque region. There shall be two summer gardens, one on the ground level and the other also on the ground level. There may be an Entertainment endorsement in the indoor space, but there shall be no dancing or cover charge endorsement. Music or entertainment shall meet noise and privacy requirements in section 6, below. Establishment shall not participate in pub crawls. There shall be no flashing or billboard-type lights.
3. ***Floors Utilized and Occupancy:*** The Applicant will operate its Establishment on the ground floor, second floor, and two summer gardens on the ground floor along Wharf Street and on the Yacht Club Piazza. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment shall not exceed the total interior occupancy load of 615. The maximum number of seats on the "Cabana" ground floor summer garden is 25; and the maximum number of seats on the "Café Zone" ground floor summer garden is 45.
4. ***Hours of Operation, Sales, Service and Consumption.***
 The hours of **operation, selling, serving, and consuming alcohol in the indoor space** shall be:
 Saturday and Sunday: 10:30 a.m. – 2:00 a.m., and
 Monday through Friday: 11:30 a.m. – 2:00 a.m.
 The hours of **operation, selling, serving, and consuming alcohol in the two summer gardens** shall be:
 Sunday: 10:30a.m. – 1:00a.m.,
 Monday through Thursday: 11:30a.m. – 1:00am,
 Friday: 11:30a.m. – 2:00a.m.,
 Saturday: 10:30a.m. – 2:00a.m.
 The hours of **Entertainment in the indoor premises** shall be:
 Sunday: 10:30am – 11:00pm;
 Monday through Thursday: 11:30am – 11:00pm;
 Friday: 11:30am – 1:00am;
 Saturday: 10:30am – 1:00am.
 No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the area regardless of content, excepting food and beverages packaged "to go."
 Provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours" applicant may avail itself of the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licenses in

general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours; (c) on January 1 of each year applicant may operate and sell, serve, and permit the consumption of alcoholic beverages until 4:00a.m. Applicant may provide Entertainment on the interior premises until 3:00am on January 1 of each year; (d) and on "Daylight Saving Time Extension of Hours" as designated by the ABC Board and on days that The Nationals have home games or special events, the applicant may operate, sell, serve, and permit the consumption of alcoholic beverages for one additional hour later on the interior of the premises.

Consistent with Alcoholic Beverage Control Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the premises.

Sales of Alcoholic Beverages: Applicant shall not sell liquor, beer or wine from the Premises primarily intended for off-Premises use. Unfinished/recorked bottles of wine are allowed to be removed from the Premises.

5. **Parking.** Because there is limited parking in the vicinity, it is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. Applicant shall make reasonable efforts to inform patrons of transportation options other than automobiles and, if it is within the Applicant's control, provide adequate bike parking.
6. **Noise and Privacy.** Applicant agrees not to permit any odors, vibrations or noises to emanate offsite of the Premises and shall strictly comply with D.C. Official Code § 25-725 and to that end shall use various means including making architectural improvements to the property and take all reasonable actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in violation of D.C. Official Code § 25-72. Options for noise mitigation can include: shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, or other muting or muffling objects. The ANC understands that Applicant is bound by the terms of its lease when selecting and installing noise mitigation methods.
 - Sound, noise levels and vibrations from inside the Premises shall be at a conversational level, and not be audible or discernible off of the Premises. The Applicant shall be entitled to play recorded music provided, however, any speakers used in connection with amplified or recorded music shall be located at least ten (10) feet from, and be directed in the opposite direction of, all walls, doors, and windows in Premises, and music produced by any sound recording shall comply with DC noise laws.
 - The Applicant shall not use objectionable advertising media such as loud speakers, video displays or other media that irritate or have the tendency to irritate residents, customers, or invitees.
 - Applicant shall inform its patrons by signage or other means that upon residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment.

- o Applicant shall receive all deliveries of food, beverages, and restaurant supplies during hours between 7:00 a.m. and 7:00 p.m. Mondays to Saturdays. No deliveries excepting fresh bread products, fresh produce, and seafood shall be accepted on Sundays.
7. **Public Space and Trash.** The Applicant shall participate in the building's trash removal and storage program. Applicant will keep the Premises, trash collection area, loading dock, hallways, passageways, tree boxes, sidewalks and common areas providing access to and adjoining the Premises free of insects, rodents, vermin, other pests, trash and dirt accumulations generated by the operations in the Premises. Applicant shall not store trash or refuse in, or permit trash, rubbish, cartons, merchandise or other goods intended for use in the Premises to accumulate in areas outside of the Premises other than in the landlord designated areas. All recycling shall be placed in the designated areas.
- Applicant shall ensure that the areas adjoining or providing access to the Premises are kept clean of wrappers, garbage, trash and similar debris. Applicant shall arrange for regular, prompt, and reliable trash and recycling removal of all trash and recycling generated at or associated with the Premises from the Premises. Applicant shall store all trash and other waste in odor and vermin proof containers, such containers shall be kept in temperature controlled areas not visible to members of the public.
- Applicant shall maintain the Premises, including sidewalks, free of litter, refuse and debris. The sidewalks and entranceways shall be cleaned prior to 6:30 a.m. each day and shall be kept free of litter, gum, trash, cigarette and cigar butts and other debris and all exterior surfaces and both sides of all glass shall be kept clean, orderly and sanitary.
- All grease caught in Applicant's grease trap shall be stored in secure, sanitary containers designed for such purpose (and not in a dumpster) and separate from Applicant's other refuse. The contractor responsible for cleaning Applicant's grease trap and picking up Applicant's grease receptacles shall be licensed in the District of Columbia to collect and properly dispose of such wastes.
- Applicant shall install, and properly maintain in good working order, such ventilation, scrubbers, and other equipment as required by municipal codes and as may be necessary to relieve the Premises and the adjoining and surrounding premises of any odors caused by Applicant's business operation, which may include special vents to create negative pressure. Applicant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Premises as frequently as is reasonable necessary to order to eliminate all odors. Applicant shall maintain the Premises in such a manner that restricts all foul or objectionable odors, including but not limited to odors from trash, cooking, grease, or cleaning, from emanating outside of the Premises and shall provide trash and food waste receptacles that contain all odor and liquid run off.
- Extermination.** Applicant shall cause extermination services, including treatment for insects, spiders, rats, mice, moles and other rodents, to be provided to the Premises by a reputable exterminator on at least a monthly basis. Applicant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Premises as frequently as is necessary in order to prevent pests from entering the premises.

8. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant shall take all reasonable steps to minimize problems of illegal drugs and public drinking, including, at all times, 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. Applicant shall take all reasonable steps to discourage loitering in the vicinity of the Premises.

Applicant shall ensure that video surveillance covers areas where alcoholic beverages are served and/or consumed. If responsible for the video surveillance equipment, the establishment shall maintain security cameras and: (a) ensure the cameras are operational; (b) maintain footage of a crime of violence or a crime involving a gun for a minimum of 30 days; and (c) make the security footage available within 48 hours upon the request of ABRA or the Metropolitan Police Department.

9. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to the ANC that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
10. ***Participation in the Community.*** Applicant is encouraged to maintain open communication with the ANC and the community for which the ANC acts.
11. ***Notice and Opportunity to Cure.*** In the event that any of the parties 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. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: Ft Del Mar DC, LLC t/a Del Mar
c/o Kalbian Hagerty LLP
888 17th Street, NW, Suite 1000
Washington, DC 20006
Attn: Mark. B. Sandground, Jr.
Phone: (202) 223-5600
e-mail: msandground@kalbianhagerty.com

If to Protestant: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
Phone: (202) 202 554-1795
e-mail: office@ANC6D.org

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

12. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending license application.

The ANC:

APPLICANT:

<p>Chair, ANC6D</p> <p><u>Andy Litsky</u> <u>6/12/17</u> Andy Litsky, SMD04 Date</p> <p>Chair, ABC Committee, ANC6D</p> <p><u>Coralie Farlee</u> <u>6/12/17</u> Coralie Farlee Date</p>	<p>Ft Del Mar DC LLC t/a Del Mar</p> <p><u>[Signature]</u> By: <u>6-6-17</u> Fabio Trabocchi Date Managing Member</p>
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ALCOHOLIC BEVERAGE
REGULATION BOARD
JUN 13 2017
ANC 6D
Near Southeast/Southwest
Advisory Neighborhood Commission 6D

1101 Fourth Street, SW
Suite W 130
Washington, DC 20024
202.554.1795
Email: office@anc6d.org
Website: www.anc6d.org

OFFICERS

Chairperson
Andy Litsky

Vice Chairperson
Cara Lea Shockley

Secretary
Gail Fast

Treasurer
Meredith Fascett

COMMISSIONERS

SMD 1 *Gail Fast*
SMD 2 *Cara Lea Shockley*
SMD 3 *Ronald R. Collins*
SMD 4 *Andy Litsky*
SMD 5 *Roger Moffatt*
SMD 6 *Rhonda Hamilton*
SMD 7 *Meredith Fascett*

June 12, 2017

Donovan Anderson, Chair
c/o Martha Jenkins, General Counsel
Alcohol Beverage Control Board
2000 14th Street, NW, Suite 400S
Washington, DC 20009

Re: ANC6D recommendation for new CR License and Cooperative Agreement for Ft Del Mar DC LLC t/a Del Mar, ABRA #106119, at 791 Wharf Street, SW

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on June 12, 2017, with a quorum present, the Advisory Neighborhood Commission 6D voted: 7 to 0 to 0 to recommend approval of a new CR License; and 7 to 0 to 0 to recommend that the ABC Board accept the new Cooperative Agreement for Del Mar.

This applicant plans to operate an establishment specializing in Spanish cuisine from the Basque region with spirits, wine and beer in the indoor space, two summer gardens, and an Entertainment endorsement. This proposed Establishment is expected to be a good addition to the new SW waterfront "Wharf" area.

Please contact Commissioner Litsky (at the number above) or Coralie Farlee, Chair, ABC Committee, ANC6D at 202-554-4407, cfarlee@mindspring.com if you have any questions or concerns.

Sincerely,

Andy Litsky
Andy Litsky, Chair
ANC6D

Coralie Farlee
Coralie Farlee, Chair
ABC Committee, ANC6D

Attachment: CA