

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

_____)	
In the Matter of:)	
)	
Taste, LLC)	
t/a Urban Roast/District Eatz/The Hound)	
)	
Application for Substantial Change)	Case No.: 21-PRO-00038
to Retailer's Class CT License)	License No.: ABRA-115513
)	Order No.: 2021-409
at premises)	
916 G Street, NW)	
Washington, D.C. 20001)	
_____)	

Taste, LLC, t/a, Urban Roast/District Eatz/The Hound, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Michael Shankle, Chairperson, Advisory Neighborhood Commission (ANC) 2C

Brent Joseph, Designated Representative, on behalf of a Group of Five or More
Individuals

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

**ORDER ON SETTLEMENT AGREEMENT, WITHDRAWAL OF ANC 2C'S
PROTEST AND DISMISSAL OF A GROUP OF FIVE OR MORE
INDIVIDUALS' PROTEST**

The Application filed by Taste, LLC, t/a Urban Roast/District Eatz/The Hound (Applicant), for a Substantial Change to its Retailer's Class CT License, having been

protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 28, 2021, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 2C into a Settlement Agreement (Agreement), dated July 14, 2021, 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 Michael Shankle, on behalf of ANC 2C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2C of this Application.

In addition, the Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 21st day of July 2021, **ORDERED** that:

1. The Application filed by Taste, LLC, t/a Urban Roast/District Eatz/The Hound, for a Substantial Change to its Retailer's Class CT License, located at 916 G Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2C 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;
4. The Protest of the Group of Five or More Individuals is **DISMISSED**; and
5. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a64326661e9d5f01e4b72009311dccc9

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae073f0204e5c8d1b532ad2949c

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256a3fcd8e146c7f6b75bd7017a20d

Bobby Cato, Member

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Rafi Aliya Crockett, Member
Key: b560991845e1f9e4016155e5c1201cc

Rafi Crockett, Member

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Jeni Hansen, Member
Key: #2172331050944f491b509c2a41850

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f9f0040ec14ad6b52541ce5

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

THIS SETTLEMENT AGREEMENT (Agreement) is entered into on July 14, 2021, by and between Taste LLC t/aa Urban Roast (Licensee) and the Advisory Neighborhood Commission 2C (the "ANC").

RECITALS

WHEREAS, the Licensee is the holder of a Retailer's Alcohol Business License, Class CT (Tavern), ABRA #115513 located at 916 G Street N.W., Washington, DC 20001.

WHEREAS, the parties agree that measures should be taken to mitigate noise emanating from the venue by entering into this Agreement to amend the Licensee's hours and restrictions.

DEFINITION OF THE SPACES

1. Commercial Space C1 is the larger, street-level unit with entrance to the right of the residential lobby doors. The space abuts two residential units above, and with the residential lobby through a common wall.
2. Commercial Space C2 is the smaller, street-level unit with entrance to the left of the residential lobby doors. The space abuts two residential units above, and with the residential lobby through a common wall.
3. Commercial Space C3 is the proposed restaurant seating area located on the second floor. The space abuts two residential units through a shared common wall, and two additional residential units above. In addition, the space abuts the residential lobby below.
4. Any references made to abutting units are used for purposes of this Agreement only; Applicant has not verified which units, if any, abut the premises.

AGREEMENT

1. The Licensee will consult and hire a professional noise consultant or soundproofing engineer to mitigate noise levels in the establishment within 60 days of execution of this agreement. Once Applicant received the recommendations, Applicant will inform the ANC of the mitigation measures that will be implemented within 30 (thirty) days and provide a time frame for implementation.
2. Hours of operation shall not exceed the following:

- a. Commercial Space C1
Monday through Thursday from 7:00am until 12:00am
Friday through Sunday from 8:00am until 1:00am
 - b. Commercial Space C2
Monday through Thursday from 7:00am until 12:00am
Friday through Sunday from 7:00am until 1:00am
 - c. Commercial Space C3
Monday through Thursday from 7:00am until 11:00pm
Friday through Sunday from 7:00am until 12:00am, with alcohol service
stopping at 11:00pm
 - d. Any DDOT Permitted Sidewalk Area
Sunday through Wednesday from 7:00am until 11:00pm
Thursday through Saturday from 7:00am until 12:00am
 - e. Extended holiday and special events: During extended holiday or special hours as
defined by ABRA, Licensee may operate one-hour after the closing hours listed in
section 2 above.
 - f. Nothing in this section prevents Applicant from applying for increased hours or
additional endorsements in the future.
3. Applicant will strictly comply with D.C. Official Code § 25-725 and will take reasonable
actions to ensure that music, noise and vibration from the Establishment (including sound
from the television) are not audible in any residential premises.
 4. The Licensee shall not have a disc jockey or live band but nothing in this section shall
prohibit the applicant from applying for a one-day substantial change application for
entertainment. The ANC should be notified of any one-day substantial change
application for entertainment. Additionally, nothing in this section prohibits Applicant
from applying for an entertainment endorsement, so long as notice is given to the ANC
per the regulations.
 5. The Licensee will not permit its patrons or staff members (except owners and managers)
to use the residential lobby, elevator, hallway, or stairwells, except in an emergency
situation or with approval from the Mather Studios Loft Condominiums Board of
Directors.

6. All special events and private parties will be conducted by the Licensee according to the terms of this agreement. However, the Licensee shall always maintain ownership and control of the licensed establishment and premises.
7. The Licensee will remove trash through the loading dock and back steps in a manner that will not disturb the residential areas with noise and odors. The Licensee will take reasonable measures to ensure that all garbage and waste must be placed into the dumpsters with dumpster lids closed and that no bags, boxes, or other items may rest on the ground. The Licensee will take reasonable steps to properly maintain their trash dumpsters. Further, Applicant agrees that trash will not be transported through the residential hallway and Applicant will instead use their own premises to transport trash.
8. At the occurrence of any infractions of the settlement agreement, the Licensee will be contacted by a member of the Mather Board of Directors, or a representative on their behalf, for a resolution. If unresolved, the complainant will call for an ABRA inspector, and file an official complaint with ABRA.
9. Applicant agrees to provide the ANC with the name and number for a point of contact for residents. The ANC and/or residents may contact the individual with specific questions, concerns, or complaints.
10. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, protestants shall withdraw the protests filed.

IN WITNESS WHEREOF, the parties place their signatures to this agreement on

July 4, 2021.

Tast of C to Urban Roast

By

Kamal Azzouiz, owner

azzouzkamal@gmail.com

Advisory Neighborhood Commission 2C

By

Michael Shankle, ANC 2C Chair

2C01@anc.dc.gov