

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:

Bodega FB, LLC
t/a Bodega Taqueria y Tequila

Applicant for a New
Retailer's Class CT License

at premises
2127 I Street, NW
Washington, D.C. 20037

Case No.: 24-PRO-00014
License No.: ABRA-127037
Order No.: 2024-103

Bodega FB, LLC, t/a Bodega Taqueria y Tequila, Applicant

Andrew Kline, Counsel, on behalf of the Applicant

Jim Malec, Chairperson, Advisory Neighborhood Commission (ANC) 2A, Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2A'S PROTEST**

The Application filed by Bodega FB, LLC, t/a Bodega Taqueria y Tequila (Applicant), for a New Retailer's Class CT License, was protested by ANC 2A.

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the Applicant and ANC 2A have entered into a Settlement Agreement (Agreement), dated February 28, 2024, 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 Jim Malec, on behalf of ANC 2A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2A.

Accordingly, it is this 6th day of March 2024, **ORDERED** that:

1. The Application filed by Bodega FB, LLC, t/a Bodega Taqueria y Tequila, for a New Retailer's Class CT License, located at 2127 I Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2A in this matter is hereby **WITHDRAWN**;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 and Cannabis Board

eSigned via SeameesDocu.com
Donovan Anderson
Key: ac432b99b56d5f0e4d730950d1d0c08

Donovan Anderson, Chairperson

eSigned via SeameesDocu.com
James Short
Key: 54f0e373f020de6ac8d1b332d2948e

James Short, Member



Silas Grant, Jr., 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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this day of February 28 2024, by and between Bodega Taqueria y Tequila (BODEGA FB, LLC), License #ABRA-127037 (“Applicant”), and ANC 2A (“Protestant”), (collectively, the “Parties”).

W I T N E S S E T H

WHEREAS, Applicant has applied for a Retailer’s Class “C” Tavern License, License Number ABRA-127037, for a business establishment (“Establishment”) located at 2127 Pennsylvania Avenue N.W., Washington, D.C. (“Premises”);

WHEREAS, Protestant is ANC 2A, which filed a timely protest (the “Protest”) against the issuance of the Applicant’s license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;

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

WHEREAS, the Parties are desirous of entering into a Settlement 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 adverse impact on the peace, order, and quiet of the neighborhood, and to eliminate the need for a Protest Hearing regarding the license application.

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 Business.*** Applicant has applied for a Retailer’s Class C Tavern License. Any change from this model shall be considered by both parties to a substantial change in operation of great concern to residents and may require the approval of the ABC Board. This provision shall not bar the Applicant from seeking to change its license to a new class or type as permitted by law.

3. ***Sidewalk Café.***

- (1) Applicant plans to provide sidewalk café seating for 50 patrons. Protestant will not object to the 50 seat patron limit. Applicant will direct that its employees inspect the sidewalk café at least once each hour to ensure its cleanliness.
- (2) Applicant agrees that there shall be no entertainment performed, no recorded music other than ambient background music played, and no video displayed (with or without audio),

in the sidewalk café area at any time, and the sidewalk café will be used at all times for the service of food and beverages as may be required by law. Ambient background music may be played until one hour before close of the sidewalk café.

4. *Hours of Operation and Sales.* The Applicant's hours of operation shall be as follows:

HOURS OF OPERATION AND HOURS OF ALCOHOLIC
BEVERAGE SALES, SERVICE AND CONSUMPTION INSIDE OF
THE PREMISES:

Sunday through Thursday: 8 a.m. – 2 a.m.
Friday and Saturday 8 a.m. – 3 a.m.

HOURS OF OPERATION AND ALCOHOLIC BEVERAGE SALES,
SERVICE AND CONSUMPTION FOR THE OUTDOOR SIDEWALK
CAFÉ:

Sunday through Thursday 8 a.m. – 12 a.m.
Friday through Saturday 8 a.m. – 1 a.m.

Nothing in this Agreement shall prevent the Applicant from applying for extended hours during the following: (a) one day substantial change applications; (b) on days designated by the Alcoholic Beverage and Cannabis Board as "Holiday Extension of Hours;" (c) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operation hours (such as for Inauguration), Applicant may avail itself of such extended hours; and (d) on January 1 of each year Applicant may operate until 4:00 a.m.

5. *Noise and Privacy.* Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties as required by D.C. Official Code § 25-725. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

6. *Public Space and Trash.* Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant shall utilize the existing shared dumpster behind the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.

7. *Rats and Vermin Control.* The Applicant shall provide rat and vermin control for its

property. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage or odors present the following morning.

8. **Construction of Agreement.** Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. The parties do not intend for a violation of any DC law or regulation to also be considered a separate violation of this Agreement.

9. **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 receipt 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 seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Bodega Taqueria
 Address: 2127 Pennsylvania Avenue, N.W.
 Washington, DC 20037
 Attn: Jared Galbut, Owner/manager

If to Protestants: Advisory Neighborhood Commission 2A
 c/o West End Library 2301 L St NW Washington, District of
 Columbia 20037
 Washington, DC 20037
 Attn: Jim Malec, Chairperson

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.

9. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

ANC 2A

By: Jim Malec, Chairperson

Jim Malec

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Signature

APPLICANT:

BODEGA FB, LLC

By: Jared Galbut, Owner/manager

Jared Galbut

ID CDGcuqczErAmagtJTLaSNgUS

Signature