

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

**In the Matter of:** )  
 )  
Dos Mami's, LLC )  
t/a Dos Mami's )  
 )  
Holder of a )  
Retailer's Class CT License )  
 )  
at premises )  
819 Upshur Street, NW )  
Washington, D.C. 20011 )  
\_\_\_\_\_ )

License No.: ABRA-114133  
Order No.: 2019-671

Dos Mami's, LLC, t/a Dos Mami's, Licensee

Kimyia Varzi, Commissioner, Advisory Neighborhood Commission (ANC) 4C

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member

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**ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that ANC 4C and a previous holder of a Retailer's Class CT license for the premises located at 819 Upshur Street, NW, Washington, D.C., entered into a Settlement Agreement (Agreement), dated April 13, 2016. Dos Mami's, LLC, t/a Dos Mami's (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.

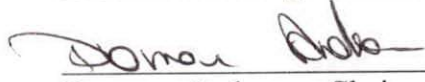
This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated September 11, 2019, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Kimyia Varzi, on behalf of ANC 4C, are signatories to the Amendment.

Accordingly, it is this 2nd day of Octobe, 2019, **ORDERED** that:

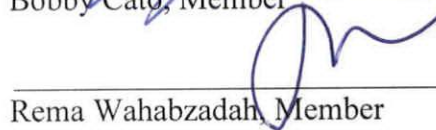
1. The above-referenced Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 4C.


District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
James Short, Member

  
\_\_\_\_\_  
Bobby Cato, Member

  
\_\_\_\_\_  
Rema Wahabzadah, Member

  
\_\_\_\_\_  
Rafi Crockett, 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 14<sup>th</sup> 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 2016 SETTLEMENT AGREEMENT

This is an Amendment to the 2016 Settlement Agreement between t/a Twisted Horn, 819 Upshur Street LLC., and the Advisory Neighborhood Commission. The Amended Settlement Agreement ("Agreement") is made on this 11<sup>th</sup> day of September, 2019 by and between Dos Mamis ("Applicant"), and Advisory Neighborhood Commission 4C, (Collectively, the "Parties").

### WITNESSETH

**WHEREAS**, Applicant has asked for a change in the Summer Garden hours and for the additional permission to participate in "Extended Hours by ABC Establishments", for premises 819 Upshur Street, NW, Washington, DC, 2011, and,

**WHEREAS**, the premises is within the boundaries of the ANC, and,

**WHEREAS**, the Parties desire to enter into an agreement governing certain understandings regarding the Summer Garden hours and "Extended Hours" at the subject premises; and,

**WHEREAS**, the Parties are desirous in entering into an Amended Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and pedestrian-friendly.

**NOW, THEREFORE**, 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 a CR license at the listed address. The license shall have indoor seating of not more than 36 patrons and outside (Summer Garden) seating of 42 patrons.
- 3. Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:  
Monday through Friday 2 p.m. - 2 a.m .  
Saturday 11 a.m. - 2 a.m.,  
Sunday 11 a.m. - 1 a.m.

The Applicant's hours of operation in the Summer Garden or Sidewalk Cafe shall be as follows :

Monday through Thursday 2 p.m. - 11 p.m.  
Friday 2 p.m. - 12 a.m.  
Saturday 11 a.m. - 12 a.m.,  
Sunday 11 a.m. -11 p.m.

Provided, however, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve alcohol for such hour(s) inside the establishment and not to include the Summer Garden; (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours inside the establishment only; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4am inside the establishment only.

**4. Outdoor Seating.** Applicant will provide seating for patrons in the public space to ensure patrons do not utilize abutting stoops. Applicant will direct that its employees inspect the sidewalk area on a regular basis to ensure its cleanliness. Applicant will follow DDOT's regulations on the operation of outdoor seating, as provided for in Chapter 24 of Title 3 of District of Columbia Municipal Regulations.

**5. Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25:725 and has made architectural improvements to the property and has taken actions to ensure that music, noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant agrees to keep its property line in the back. Applicant agrees that at no time will music be audible in the Summer Garden area and that no music, live or recorded, will be played, amplified in the Summer Garden area at the rear of the establishment. Applicant agrees to close windows, no matter the season, by 9 p.m. each day. Applicant will post a sign requesting that patrons exit quietly and be respectful of the neighborhood.

**6. Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree boxes, 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 ensure that refuse and other materials are promptly removed. Applicant will make ongoing efforts to make sure the tree box and sidewalk areas are attractive and enhance the neighborhood.

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 that no garbage is placed on the abutting property. Applicant will ensure timely disposal no less than three (3) times per week that is the least disruptive to the neighbors. Commercial trash pickup in residential areas takes place between 7 a.m.-7 p.m.

**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 are not garbage and odors present the following morning.

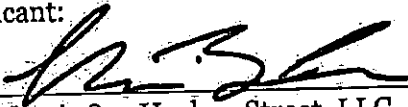
**8. Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full

extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate security at all times when the Establishment is open to the public. The Applicant shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.

**9. Compliance with ABRA Regulations.** Applicant promises 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.

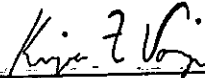
In witness whereof, the parties have executed this **AMENDMENT** as of the day and date first written above.

Applicant:



Dos Mami 819 Upshur Street, LLC

Advisory Neighborhood Commission 4C:



Kimya Varzi, Commissioner, 4C07