

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

**In the Matter of:** )  
 )  
Elements DC, LLC )  
t/a Elements DC )  
 )  
Applicant for a New )  
Retailer’s Class CT License )  
 )  
at premises )  
1355 U Street, NW )  
Washington, D.C. 20009 )  
 )

Case No.: 21-PRO-00067  
License No.: ABRA-118277  
Order No.: 2021-863

Elements DC, LLC, t/a Elements DC, Applicant

Ely Hurwitz, Counsel, on behalf of the Applicant

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B, Protestant

Joan Sterling, President, Shaw Dupont Citizens Alliance, Inc. (SDCA), Protestant

Brian Racilla, Designated Representative, on behalf of A Group of Five or More Individuals, Protestant

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

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTESTS**

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The Application filed by Elements DC, LLC, t/a Elements DC (Applicant), for a new Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 14, 2021 and a Protest Stats Hearing on October 6, 2021, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1B, SDCA, and a Group of Five or More Individuals entered into a Settlement Agreement (Agreement), dated November 4, 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; Chairperson James Turner and Commissioner Sabel Harris, on behalf of ANC 1B; Joan Sterling, on behalf of SDCA; and Brian Racilla, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1B, SDCA, and the Group of Five or More Individuals.

Accordingly, it is this 17th day of November 2021, **ORDERED** that:

1. The Application filed by Elements DC, LLC, t/a Elements DC, for a new Retailer's Class CT License, located at 1355 U Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1B, SDCA, and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;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, except for the following modification:

Subsection 5(b) (Rat and Vermin Control) – This Subsection shall be removed.

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 1B.

District of Columbia  
Alcoholic Beverage Control Board

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*Donovan Anderson*  
Key: 36432698554569648796008186008

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Donovan Anderson, Chairperson

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*James Short*  
Key: 5476c372970060c8911b7726427461c

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James Short, Member

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*Bobby Cato*  
Key: 2c862f6a07e1464714b79bc79179300d

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Bobby Cato, Member

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*Rafi Aliya Crockett, Member*  
Key: e846e31744e115640111556e12781c2

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Rafi Crockett, Member

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*Jeni Hansen, Member*  
Key: 62c7200127504474918559e344133f

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Jeni Hansen, Member

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*Edward Grandis, Member*  
Key: 5527bda77f1f05046cc14d4db52541ce5

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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 14<sup>th</sup> 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 by and between  
Advisory Neighborhood Commission 1B and  
Elements DC LLC t/a Elements DC**

THIS AGREEMENT, made and entered into this 4th day of November, 2021, by and between Elements DC LLC t/a Elements DC ("Applicant"), ANC 1B ("ANC"), and Shaw-Dupont Citizens Alliance ("Neighborhood Association").

**RECITALS**

WHEREAS, Applicant has filed an application for a new Retailer's Class "C" Tavern ABC License (ABRA-118277) ("License") for a business Establishment located at 1355 U Street, N.W. ("Establishment") with an Entertainment Endorsement;

WHEREAS, in recognition of the Alcoholic Beverage Control Board ("Board")'s policy of encouraging parties to a liquor licensing proceeding to settle their differences by reaching Settlement Agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address ANC 1B's concerns and to include this Agreement as a formal condition of its renewal application, and (2) ANC will not file a protest of the application provided that the Board approve this Agreement conditioned upon Applicant's compliance with its terms; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment.
  - a. Applicant will operate and manage a Class C Tavern Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class with an Entertainment Endorsement.
  - b. The Establishment shall have a maximum occupancy of 482, which includes a seating capacity of 97. Applicant shall post its Certificate of Occupancy in public view at all times.
  - c. For purposes of this agreement, "Rooftop Atrium" refers to the top floor and glass patio of the Establishment. While operating the Rooftop Atrium, Applicant shall have furniture set up and shall not utilize subwoofer speakers in the Rooftop Atrium.
2. Hours. Establishment's permitted hours of operation, and selling, serving, and consuming alcohol shall be as follows:

a. Interior Hours of Operation:

Day		
Sunday	11:00 a.m.	2:00 a.m.
Monday	11:00 a.m.	2:00 a.m.
Tuesday	11:00 a.m.	2:00 a.m.
Wednesday	11:00 a.m.	2:00 a.m.
Thursday	11:00 a.m.	2:00 a.m.
Friday	11:00 a.m.	3:00 a.m.
Saturday	11:00 a.m.	3:00 a.m.

b. Hours of Sales, Service, and Consumption of Alcoholic Beverages:

Day		
Sunday	11:00 a.m.	12:00 a.m.
Monday	11:00 a.m.	12:00 a.m.
Tuesday	11:00 a.m.	12:00 a.m.
Wednesday	11:00 a.m.	12:00 a.m.
Thursday	11:00 a.m.	2:00 a.m.
Friday	11:00 a.m.	3:00 a.m.
Saturday	11:00 a.m.	3:00 a.m.

c. Interior Hours of Entertainment:

Day		
Sunday	6:00 p.m.	2:00 a.m.
Monday	6:00 p.m.	2:00 a.m.
Tuesday	6:00 p.m.	2:00 a.m.
Wednesday	6:00 p.m.	2:00 a.m.
Thursday	6:00 p.m.	2:00 a.m.
Friday	6:00 p.m.	3:00 a.m.
Saturday	6:00 p.m.	3:00 a.m.

d. There is no Entertainment Endorsement on the Rooftop Atrium. See the definition of "Rooftop Atrium" in Section 1(c) and Section 3, "Noise," for limitations on amplified music and Entertainment in the Rooftop Atrium.

e. 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); (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; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 am.

3. Noise.

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. After 10:00 pm, exterior doors and windows (including those doors and windows of the Rooftop Atrium) shall not remain open when music or amplified sound is reported to be audible by a resident or neighbor. Upon notification of such, Applicant agrees to close all doors and windows to prevent the emanation of music or sound outside the establishment. After midnight, exterior doors and windows (including those doors and windows of the Rooftop Atrium) shall not remain open when music or amplified sound is audible outside the entire exterior of the establishment.
- c. Applicant shall take reasonable, necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises, including, but not limited to, making reasonable architectural modifications to the Establishment.
- d. Exterior doors and windows (including those doors and windows of the Rooftop Atrium) shall not remain open after 10:00 p.m. when music or amplified sound is audible from the exterior of the Establishment.
- e. Amplified speakers used in the interior must be on stands, raised, and/or mounted to reduce vibrations.
- f. Applicant shall not utilize subwoofer speakers in the Rooftop Atrium. Any speakers placed in the Rooftop Atrium shall be directed towards the interior of the premises and not toward the windows or any other retractable opening in the premises.
- g. Background music may be permitted in the Rooftop Atrium. This music or amplified sound must not be audible in any neighboring residential building at any time.

- h. Applicant shall not permit or allow the creation of a dance floor in the Rooftop Atrium. Signage will be placed stating so and staff will help direct patrons to the second floor.
- i. Applicant's front door shall remain closed (not propped open), other than for routine ingress and egress, after 7:00 p.m. daily.
- j. Applicant's back door shall remain closed (not propped open), other than for routine ingress and egress, after 7:00 p.m. daily or whenever Entertainment is being provided at the Establishment before 7:00 p.m.
- k. Applicant shall inform its patrons by signage or other means, including staff members or security personnel, that residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment.
- l. Applicant shall receive deliveries only between 7:00 a.m. and 7:00 p.m. in the commercial loading zone located on the 1300 block of U Street NW, Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.
- m. Applicant's security manager on duty, or their designee, shall be responsible for handling any noise issue complaints from the neighbors. This person will carry a cell phone designated for this purpose and the ANC and surrounding neighborhood associations shall be given this number to distribute to the neighboring residents.

4. Trash and Odors.

- a. Applicant shall take reasonable measures to ensure that the areas immediately adjacent to the Establishment are kept in a clean and litter-free condition.
- b. Applicant is encouraged to work with the ANC towards solutions for removing dumpsters and grease barrels from public space on site and collectively in surrounding block.
- c. Applicant is encouraged to work with nearby establishments for solutions, such as trash compactors to keep the surrounding areas, block, and alley clear of visible trash.
- d. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in closed containers that are resistant to vermin, leaks, and odors. Such containers shall not be placed in or protrude into public space (e.g., the alleyway behind the Establishment).

- e. Applicant shall deposit trash and garbage only in rodent resistant dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. At no time shall the trash and garbage overfill the dumpsters and prevent the dumpster covers from being fully closed.
- f. Applicant shall train staff on proper trash and garbage disposal to avoid illegally dumped items, overfilled receptacles, and trash and garbage dumped on top of closed receptacles.
- g. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- h. Applicant shall arrange for trash and recycling collection a minimum of 7 times per week.
- i. Applicant shall not allow trash or recyclable disposal or collection between the hours of 10:00 p.m. and 7:00 a.m.
- j. Applicant shall keep the exterior (including immediately adjacent portions of the alley way, any nearby tree boxes, and sidewalks) of the Establishment free of litter, bottles, chewing gum, trash, and other debris.
- k. Applicant shall take reasonable, necessary actions to mitigate odors emanating from the Establishment, including, if necessary, installing and maintaining high-efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.

**5. Rat and Vermin Control.**

- a. Applicant shall instruct an employee to ensure that the areas immediately adjacent to the premises, including the sidewalk and alley abutting the premises and around its dumpster, are swept and trash and other waste are removed from the ground at the end of operations to help eliminate potential attractions for rodents, pests, and other vermin.
- b. Applicant shall contract with a licensed exterminator to provide extermination services, including inspection of the Establishment, a minimum of once per month and shall maintain recommended pest control measures. Applicant shall make a copy of such contract available to the ANC and surrounding neighborhood associations (e.g., SDCA) upon request.

**6. Security & Queuing.**



- a. Applicant shall make reasonable efforts to reduce and limit the potential for patrons queuing to enter the Establishment and the queuing shall not impede on pedestrian walkways (sidewalks). Applicant shall maintain rope and stanchions for patrons queuing to enter the establishment. Applicant shall make reasonable efforts to minimize the queue's impact on the public space, including having an employee stationed outside to monitor patrons waiting in the queue and if the line forms in front of the walkways, then the establishment must develop ways to inform the patrons know when they can enter the establishment without the queuing impeding the pedestrian walkways (ex: through texting/reservation services).
- b. Applicant shall take all reasonable steps to minimize problems of illegal drugs and public drinking, including, by having a sufficient number of trained employees to assure adequate security and to control and help de-escalate 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.
- c. Applicant shall maintain ownership and control of the Premises, including patrons' ingress and egress, staff of the establishment, including any bar and security staff. Applicant shall not contract the Establishment for events that are operated by a third-party or promoter. Under no circumstances shall Applicant permit a third-party or promoter to be responsible for providing security or maintaining control over the establishment's existing security personnel. To the extent that the Establishment uses a third-party or promoter to advertise events at its Establishment, such third-parties or promoters shall be forbidden from placing paper fliers, paper hangtags, or other physical pieces of advertising on vehicles or on doorknobs or railings of residences located within 10 square blocks from the Establishment.
- d. Applicant shall install and maintain exterior lighting and cameras to illuminate and monitor the area behind the Establishment. Applicant shall post signage indicating that the area is under surveillance.
- e. Applicant shall install signage that informs patrons that firearms and weapons are not welcome at the Establishment.

7. Parking.

- a. Applicant shall discourage its employees from parking their vehicles illegally, on streets signed with parking restrictions, and in alley ways, including time-limited parking and resident-only parking. Applicant shall not allow its employees, visitors, or patrons to park or stand their vehicles in a manner that places the vehicles in, or protruding into, the alleyway that runs between U Street and Wallach Place NW.

- b. Applicant shall encourage vendors and contractors to park legally, and, as reasonably necessary, work with DDOT, DPW or the appropriate agency to resolve issues related to illegal parking by its vendors and contractors.
  - c. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation or walking.
8. Compliance with Regulations. Applicant shall comply with regulations of the Board (ABRA), Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.
9. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
10. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors upon request.
11. Notices.
- a. Notices shall be provided by email, U.S. Mail, or hand-delivery as follows:
    - If to ANC:  
Advisory Neighborhood Commission 1B  
2000 14th St., NW, Suite 100B  
Washington, DC 20009  
1b@anc.dc.gov
  
    - If to Applicant:  
Elements DC LLC t/a Elements DC  
1355 U Street, NW  
Washington, DC 20009  
management@elements-dc.com
  
    - If to SDCA:  
Shaw-Dupont Citizens Alliance  
PO Box 73153  
Washington, DC 20009  
sdca@shawdupont.org
    - If to Group of Five or More Residents (email only):  
Brian Racilla  
briantr@gmail.com

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to the aforementioned covenants and ANC agrees to refrain from filing a protest against Applicant's ABC License application, provided that this Agreement is incorporated into the Board's order approving Applicant's Class C Tavern ABC license.

*[SIGNATURE BLOCKS ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ANC:

Advisory Neighborhood Commission 1B

*Sabel Harris*

Sabel Harris, Commissioner, ANC 1B12

Date Signed: 11/10/2021

*James A. Turner*

James Turner, Chair, ANC 1B

Date Signed: 11/10/2021

Shaw-Dupont Citizens Alliance

Date Signed: \_\_\_\_\_

*Group of Five or More Residents*  
*Brian Racilla*  
Brian Racilla, Representative  
Date Signed: Nov. 10, 2021

APPLICANT:

Elements DC LLC

By: *[Signature]*

Austin Haag, Owner

Date Signed: 11/10/2021

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

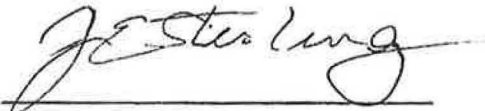
ANC:


Advisory Neighborhood Commission 1B

\_\_\_\_\_  
Sabel Harris, Commissioner, ANC 1B12

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
James Turner, Chair, ANC 1B  
Date Signed: \_\_\_\_\_

  
\_\_\_\_\_  
Shaw-Dupont Citizens Alliance  
Date Signed: 11-12-21

*Group of Five or More Residents*  
  
\_\_\_\_\_  
Brian Racillo, Representative  
Date Signed: Nov. 10, 2021

APPLICANT:

Elements DC LLC

By:   
\_\_\_\_\_  
Austin Haag, Owner

Date Signed: 09 Nov 2021