

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

In the Matter of:)
)
Alpaca, LLC)
t/a Llamabar)
)
Applicant for a New)
Retailer’s Class CR License)
)
at premises)
1 M Street, SE)
Washington, D.C. 20003)
)

License No.: ABRA-131411
Order No.: 2025-203

Alpaca, LLC, t/a Llamabar, Applicant

Brian Strege, Chairperson, Advisory Neighborhood Commission (ANC) 6/8F

BEFORE: Donovan Anderson, Chairperson
Silas Grant, Jr., Member
Teri Janine Quinn, Member
Ryan Jones, Member
David Meadows, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Alpaca, LLC, t/a Llamabar (Applicant), Applicant for a New Retailer’s Class CR License and ANC 6/8F have entered into a Settlement Agreement (Agreement), dated March 18, 2025, that governs the operations of the Licensee’s establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Brian Strege, on behalf of ANC 6/8F, are signatories to the Agreement.

Accordingly, it is this 9th day of April 2025, **ORDERED** that:

1. 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:

Section 7 (Parking/Public Transportation Arrangements) – The last sentence shall be modified to read as follows: “Applicant is encouraged to notify DDOT regarding ongoing parking or traffic issues that it becomes aware of, and to work with DDOT and the ANC to resolve such issues.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac430b06c9d5f0e4b790003d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



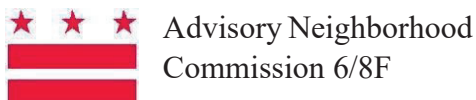
Ryan Jones, Member



David Meadows, Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis Administration, 899 North Capitol Street NE, Suite 4200 B (Alcohol Division), Suite 4200 A (Medical Cannabis Division), Washington, DC 20002.

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 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 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).



80 M Street SE Suite 100
Washington, DC 20003
ANC Office: (202) 630-3624
8F03@anc.dc.gov

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”) is made on this 18th day of March, 2025, by and between Alpaca LLC t/a Llamabar (“Applicant”), located at 1 M St. SE, Ste. 110, Washington, DC 20003 (License No. ABRA-131411) and Advisory Neighborhood Commission 6/8F (“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 ANC 6/8F community.

W I T N E S S E T H

WHEREAS, Applicant has applied for a new Retailer’s Class “C” Restaurant license for a business establishment (the “Establishment”) serving food, spirits, wine, and beer, located at 1 M St. SE, Ste. 110, Washington, DC 20003 (the “Premises”), with carryout and delivery and entertainment endorsements; and

WHEREAS, the Applicant is encouraged to work regularly with ANC 6/8F 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 the ANC filing a protest against Applicant’s pending ABC License application, and in order for the ANC to issue a letter of support for an ABCA Stipulated License for Applicant to operate prior to the issuance of its permanent license, 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, within ANC, (1) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) the effect of the establishment upon residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, the 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. Any change from this model may be of concern to the residents and may be

ANC 6/8F Cooperative Agreement
Alpaca LLC t/a Llamabar, 1 M St. SE, Ste. 110, Washington, DC 20003

considered within the direction of the Alcoholic Beverage Control Board (“ABC Board”) to be a substantial change requiring the ABC Board’s approval; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement.

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. ***Preamble and Recitals Incorporated.*** The Preamble and 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, carryout and delivery of food and beverages, and live entertainment.
3. ***Hours of Operation and Sales.*** The Applicant’s hours of **operation and selling, serving, and consuming alcohol in the indoor space** shall be as follows: Sunday through Saturday: 8:00 a.m.-7 p.m., *provided that* (a) on days designated by the ABC Board as "Holiday Extension of Hours," Applicant may avail itself of, and the ANC will not object to Applicant’s applying for, the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees 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 until 4:00 a.m. The ANC will not object to the Applicant applying for a One Day Substantial Change, in accordance with District law, so that it may offer entertainment until 4:00 a.m. on January 1 of each year or applying for up to 8 One Day Substantial Changes annually in order to play live music in the Summer Garden.
4. ***Entertainment Endorsement.*** The Applicant’s hours of **live entertainment pursuant to its entertainment endorsement** shall be as follows: Sunday through Saturday: 10:00 a.m. – 7:00 p.m. Applicant agrees to limit its live entertainment to its indoor premises, and to these hours on these days. Applicant agrees to comply with all applicable noise ordinances, and to ensure that live entertainment is provided at a volume and in a manner that does not disturb nearby businesses or residents.
5. ***Floors Utilized and Occupancy.*** The Applicant will operate its Establishment on the first floor of the building. Occupancy by patrons shall be limited to the first floor of the interior of the Premises. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment will not exceed a total occupancy.
6. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and, to that end, shall use various means, including architectural improvements to the property, and take reasonable actions to ensure that music, noise, and vibration from the Establishment are not audible within the adjacent business or residential premises. 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 by keeping the entry or exit doors closed, except for ingress and egress.

ANC 6/8F Cooperative Agreement

Alpaca LLC t/a Llamabar, 1 M St. SE, Ste. 110, Washington, DC 20003

Applicant shall inform its patrons by signage or other means that residences are in proximity to the Establishment and urge quiet and decorum by patrons upon exiting the Establishment.

Applicant shall receive all deliveries of food, beverages, and 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. *Parking/Public Transportation Arrangements.* It is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems, including double parking and congestion caused by rideshare or taxi pick-up and drop-off, within the ANC boundaries. Applicant shall notify its patrons by signage, a website, or other means, that there is limited parking in the vicinity and that rideshare and taxi pickup and drop off can cause congestion, and shall encourage use of public transportation, provide information about public transportation options, and encourage rideshare and taxi pickup and drop off at locations that do not cause congestion or safety concerns. Applicant will provide this information or a link thereto on notifications or advertisements for events at the premises. Applicant is encouraged to notify DDOT regarding ongoing parking or traffic issues that it becomes aware of, and to work with DDOT and the ANC to resolve such issues.

8. *Public Space and Trash.* The Applicant shall, to the best of their ability, keep the area around the Premises of the business clean and free of litter and shall monitor these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant shall either participate in the building's trash removal program or maintain a dumpster and the area adjacent to the dumpster in accordance with the remainder of this paragraph. The dumpster shall be enclosed with the lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. The area around the dumpster shall always be kept clean and the dumpster shall be placed such that it does not encroach on abutting property and so that no garbage is placed on abutting property. Proper (recyclable) removal of grease and oils shall be used and grease and oils shall not be deposited for removal in dumpsters or trash cans. Regular rodent and pest (insect) abatement services shall be utilized. The area around the dumpsters shall be properly cleaned at the end of each night to ensure that no uncontained garbage or malodorous odors are present. Applicant shall monitor patrons waiting in line to enter the establishment and patrons or their agents carrying out food for carryout or delivery to ensure they (a) do not block sidewalks, intersections, driveways, or similar used by pedestrians or vehicular traffic; (b) do not litter; and (c) do not disturb nearby businesses or residents.

9. *Security Cooperation in Stemming Illegal Drugs and Public Drinking.* Applicant agrees that it shall take reasonable, necessary steps to minimize such problems, including 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; and, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall take reasonable steps to discourage loitering in the vicinity of the Premises.

10. *License Ownership and Compliance with ABCA Regulations.* Applicant shall abide by all

ANC 6/8F Cooperative Agreement

Alpaca LLC t/a Llamabar, 1 M St. SE, Ste. 110, Washington, DC 20003

Alcoholic Beverage and Cannabis Administration (ACRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees and agrees that ANC shall have standing to ask the ABC Board to enforce any violations of the agreement. Any reference made to specific laws and regulations in this Agreement is meant for informational purposes only. ANC does not intend for a violation of a DC law or regulation to also be considered a violation of this Settlement Agreement.

11. Participation in the Community. Applicant is encouraged to maintain open communication with ANC, and the community for which ANC acts.

12. 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 permit 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 or diligently pursue such a cure), failure shall constitute a cause for filing a complaint with 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:

ANC 6/8F Cooperative Agreement



Alpaca LLC t/a Llamabar, 1 M St. SE, Ste. 110, Washington, DC 20003

If to Applicant: Alpaca LLC t/a Llamabar
1 M St SE, Ste. 110
Washington, DC 20003
Attn: Mr. Kyle Eubanks
(702) 336-1173
e-mail: kylebanks702@gmail.com

If to ANC: Advisory Neighborhood Commission 6/8F
80 M Street SE Suite 100
Washington, DC 20003
Attn: Chair, ANC
(202) 630-3624
e-mail: 8F03@anc.dc.gov

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 (a) refrain from filing a protest of the Applicant's pending ABC license application; and (b) issue a letter of ANC support in support of Applicant's stipulated ABC license.

ANC 6/8F  _____ Commissioner Brian Strege, Chair, ANC 6/8F 4/8/2025 _____ Date	Alpaca LLC t/a Llamabar  _____ Kyle Eubanks, Member 4/8/2025 _____ Date
---	--