

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

|                                  |   |                          |
|----------------------------------|---|--------------------------|
| <b>In the Matter of:</b>         | ) |                          |
|                                  | ) |                          |
| National Democratic Club, Inc.   | ) |                          |
| t/a National Democratic Club     | ) |                          |
|                                  | ) |                          |
| Holder of a                      | ) |                          |
| Retailer's Class CX Club License | ) | License No.: ABRA-000793 |
|                                  | ) | Order No.: 2023-363      |
| at premises                      | ) |                          |
| 30 Ivy Street, SE                | ) |                          |
| Washington, D.C. 20003           | ) |                          |

National Democratic Club, Inc., t/a National Democratic Club, Applicant

Edward Ryder, Chairperson, Advisory Neighborhood Commission (ANC) 6B

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

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that National Democratic Club, Inc., t/a National Democratic Club (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated June 13, 2023, 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 Edward Ryder, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 28th day of June 2023, **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;
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. 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: 6c43709b22945f994e7200201dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ec3727020e6acbc1b332ac2943ec

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 256d37ca0fba1d9d7f4b75bd7917d200

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 8217297c25209447491b5f9c3a41820

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bd47f09f00409e14edeb52541ce5

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 and Cannabis 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 6B

and

National Democratic Club, Inc.  
d/b/a National Democratic Club

Pursuant to this Settlement Agreement, ("Agreement"), by and between National Democratic Club Inc. (d/b/a National Democratic Club) ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to the operation of Applicant's business located at 30 Ivy Street SE, Washington, DC 20003 ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage & Cannabis Administration ("ABCA") to effect, and is seeking its approval of, a substantial change to the Settlement Agreement (SA) by increasing its hours of operation and sales, service and consumption of alcohol permitted under its Retailers' Class "C" Club License (ABCA-000793) ("License"); and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the alley immediately behind the Premises; and,

WHEREAS, this is intended to replace in its entirety any and all previously existing SAs between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a full-service seated restaurant ("Establishment") at the Premises. Applicant currently seeks a total seating for up to 150 patrons. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.
3. Hours of Operation and Sales. Applicant's hours of operation and alcoholic beverage sales may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant's hours of Operation shall be as follows:

Sunday -- Saturday : 7:00 a.m. – 1:00 a.m.

Applicant's hours of sales, service and consumption on the interior of the Establishment shall be as follows:

Sunday -- Saturday: 7:00 a.m. – 1:00 a.m.

Provided, however, that (1) on days designated by the DC ABC Board as “extended Hours for ABC Establishments,” Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 3 a.m. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours. These extended hours are for inside the establishment.

4. Refuse Storage and Disposal. Applicant shall comply with DCMR 21-704.3-704.5 by utilizing and regularly maintaining one or more food waste (garbage) grinder(s) adequate in capacity to dispose of all readily grindable food wastes produced.

Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the exterior trash storage area.

- a. Applicant shall utilize and maintain rodent proof waste and trash containers with sufficient capacity to store all non-grindable garbage, non-recyclable waste and recyclable trash in the trash storage area of the Premises.
- b. Applicant shall dispose of non-grindable garbage and non-recyclable waste in sealed bags that are placed in receptacles capable of being fully closed with tight-fitting lids. Recyclable trash (glass, plastic, cardboard and metal cans that have been rendered free to organic materials) must be stored in a separate receptacle than garbage or waste.
- c. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur before 7:00 a.m. or after 10:00 p.m. No glass shall be placed in any exterior receptacle nor otherwise disposed after 10:00 p.m. or before 7:00 a.m. Any glass material needing to be recycled between 10:00 p.m. and 7:00 a.m. shall be stored inside Applicant’s establishment until at least 7:00 a.m. the following day.
- d. Applicant shall use its best efforts to store grease in a receptacle designed to store grease in the interior of the Premises and no restaurant supplies such as linens, kegs or other supplies will encroach on abutting properties.
- e. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste 5 days per week and recycling a minimum of 3 days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
- f. No garbage or recyclables may be placed in exterior trash receptacles in any manner that would prevent the full closure of the receptacles.
- g. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease.
- h. Applicant will daily check the full area around the trash receptacles and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied. Further, Applicant shall assign a staff person to inspect the exterior trash area each night and close the lids of any receptacles that were left open prior to closing.
- i. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers, including dumpster lids that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.

- j. Applicant shall power-wash the trash storage area and all receptacles no less often than once every two weeks, weather permitting. However, no power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends; and,
- k. Applicant is encouraged to join in any coordinated effort with the adjacent tenants to address any rodent issues regardless of the source of such issues.

5. Noise Mitigation. No objectionable noises, sounds, odors, or other conditions that are publicly observable or emitted beyond the immediate proximity of the Premises will be created by Applicant. Applicant specifically agrees that it shall not produce any sound, noise, or music by the use of any: (1) Mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise; (2) Bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device; or (3) Musical instrument of such intensity that it may be audible beyond the property line or in the contiguous physical block on which the Premises is located. In addition, Applicant shall post or install signs at exit points reminding NDC members to be respectful of residential neighbors and minimize the volume of conversations while leaving the club.

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 beyond the property line of the Premises. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. Applicant shall not install, permit or utilize amplified music in the Summer Garden or Sidewalk Café areas. However, it is understood by the parties that Applicant may open its window panels, and that music may be played at a volume that is not audible beyond the property line of the Premises. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations (e.g. HVAC, grease fan) and comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors. Noise mitigating actions may include installation of sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties along the rear of the Premises. Sound absorbing and dampening material will be sufficient to reduce noise to levels that meet DCMR noise regulations at the property line.

6. Odor and Emission Control. Applicant shall ensure that regularly scheduled maintenance and cleaning of exhaust hoods, fans and vents are undertaken in accordance with manufacturer's specifications for the type and amount of cooking undertaken. Applicant will also clean and/or exchange the filters as often as necessary to ensure optimal grease and particulate removal and odor mitigation for the type and quantity of cooking undertaken. Applicant will ensure that any mechanical issues that develop with the equipment are promptly addressed.

7. Sanitation and Pest Control. Applicant shall not store or place any kegs, bottles, foodstuffs, palletes of materials, or other consumable goods of any type outside the Premises. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures abutting the rear entrance to the Premises (including the trash storage area). Applicant shall provide rat and vermin control for its property and provide proof of its contract and of regular inspection and treatment pursuant to such contract, upon request from the Board. Applicant shall maintain property and take landscaping steps, such as removing thick ground cover, trimming bushes, closing rat holes, where identified, to reduce habitat for rats and vermin.

8. Restrictions on Use of Points for Access/Egress. Applicant shall encourage commercial third-party food and alcohol delivery vendors to park on the Applicant's premises and not park on the public roadway in a manner that would block the public sidewalk, bike lanes, or prevent the free passage of other vehicles on the street. To the extent practicable, Applicant shall **not** receive deliveries of food or alcohol supplies through entrances adjacent to residential neighbors between the hours of 10 PM and 7:00 AM.

9. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

10. Compliance with Agency Regulations. Applicant understands, agrees, and promises to maintain compliance with all laws and regulations of the District of Columbia at all times. Specifically, Applicant will ensure strict adherence to ABCA, Department of Licensing and Consumer Protection (DLCP), DC Health (DOH), and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.

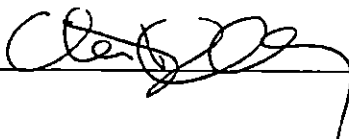
11. Notice and Opportunity to Cure. In the event that any of the parties is in breach of this SA, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. ANC 6B will notify the Club Manager, currently Zachary Hoffman [zhoffmann@natdemclub.org], via electronic mail of any alleged violations. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10-day period (or a breach which reasonably requires more than 10 days to cure), such refusal or failure shall constitute a cause for requesting a formal investigation, or other measures allowed by the ABC Board pursuant to D.C. Code § 25-447.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

National Democratic Club Inc. [ABCA# 000793]  
d/b/a National Democratic Club  
30 Ivy Street SE  
Washington, DC 20003

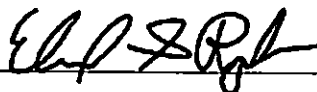
Signatory Name Chris Colley, General Manager

Signature: \_\_\_\_\_

Date: 6/12/23

ANC:

Advisory Neighborhood Commission 6B  
700 Pennsylvania Avenue, SE, 2<sup>nd</sup> Floor  
Washington, DC 20003  
Edward Ryder, Chairperson

Signature: \_\_\_\_\_

Date: 6-13-2023