

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

In the Matter of:)
)
Sons of Anacreon, LLC)
t/a Reveler's Hour)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
1773-1777 Columbia Road, NW)
Washington, D.C. 20009)
_____)

Case No.: 19-PRO-00005
License No.: ABRA-112246
Order No.: 2019-083

Sons of Anacreon, LLC, t/a Reveler's Hour (Applicant)

Amir Irani, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

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

The Application filed by Sons of Anacreon, LLC, t/a Reveler's Hour (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 4, 2019, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1C, and KCA have entered into a Settlement Agreement (Agreement), dated February 6, 2019, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Amir Irani, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1C and KCA.

Accordingly, it is this 13th day of February, 2019, **ORDERED** that:

1. The Application filed by Sons of Anacreon, LLC, t/a Reveler's Hour, for a new Retailer's Class CR License, located at 1773-1777 Columbia Road, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1C and KCA in this matter are hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

District of Columbia
Alcoholic Beverage Control Board

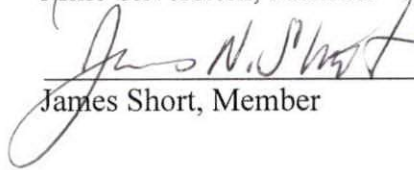


Donovan Anderson, Chairperson

Nick Alberti, Member

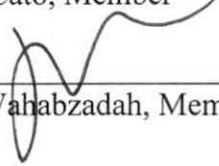


Mike Silverstein, Member



James Short, Member

Bobby Cato, Member



Rema Wahabzadah, 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

AGREEMENT, made this 6th day of February 2019, by and between Sons of Anacréon, LLC t/a Reveler's Hour (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter "KCA"), witnesseth:

Whereas, Applicant has applied for a Retailer's Class C Restaurant ABC license (ABRA-112246) for its new restaurant, to be located at 1773-1777 Columbia Road, NW, Washington, DC, 20009.

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address the concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application, and ANC 1C and KCA will agree to the approval of such license provided that such Agreement is incorporated into the Board's order approving such application,

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the parties hereby agree as follows:

1. Nature of Establishment

Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons during hours when the kitchen is open.

2. Entertainment

The parties agree and acknowledge that Applicant has not applied for an Entertainment Endorsement on this license.

3. Hours of Operation and Hours of Sales, Service, and Consumption of Alcoholic Beverages

Sunday through Thursday: 10:00am—1:00am; and
Friday and Saturday: 10:00am—2:00am.

The sales of alcoholic beverages will end at 12:30am on Sunday through Thursday and 1:30am on Friday and Saturday ("last call"). However, patrons shall be permitted to consume or finish any alcoholic beverages purchased at or before last call until the close of business.

Exceptions to the stated hours shall be granted for:

- a.) Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Applicant may operate for one additional hour (that is, one hour later);
- b.) In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration, Applicant may apply for such extended hours; and
- c.) On January 1 of each year Applicant may operate for one additional hour.

It is understood between the parties that the above specified opening and closing times represent maximum hours and not a requirement, but may be used at the discretion of the Applicant.

4. Occupancy

Interior capacity seating will not exceed the interior seating capacity as specified on the Certificate of Occupancy and shall not exceed 100 seats. The total occupancy load will be specified on the Certificate of Occupancy, and the total number of patrons permitted in the establishment shall not exceed 125.

5. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

- a.) Preventing emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. Further the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DGMR, Chapters 27 and 28, as amended.
- b.) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.
- c.) Applicant agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

d.) Amplified sound from inside will not be audible at surrounding residential housing areas.

6. Trash/Garbage/Rodents

a.) Applicant shall deposit trash in the interior trash room of the building in which the restaurant is located and maintain regular trash/garbage removal service. Applicant shall deposit trash and garbage only in rodent-proof containers, and shall see that container covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.

b.) Applicant agrees to segregate and recycle bottles and glass refuse from trash and agrees to make reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the trash containers between the hours of 11:00 p.m. and 8:00 a.m.

c.) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

d.) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash containers.

7. Exterior including public space

Applicant shall assist in the maintenance of the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

8. Third Party Events

Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner or an ABC licensed manager is not present and managing the business.

9. Pub Crawls

Applicant agrees not to promote or participate in organized bar or pub "crawls," "tours," or similar events.

10. Consideration of Neighbors

Licensee will encourage employees and patrons to be considerate of neighboring residents at all times. Licensee will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 p.m. to 8:00 a.m.

11. Modification

This Agreement can be modified by the ABC Board, mutual agreement of all the parties, or otherwise as permitted by law, with the approval of the ABC Board. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Regulations

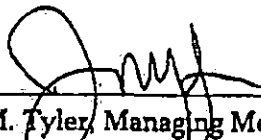
In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC 1C or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

13. Availability of Settlement Agreement

Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

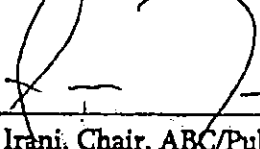
SONS OF ANACREON, LLC

By: Three Donkeys LLC, Managing Member

By: 

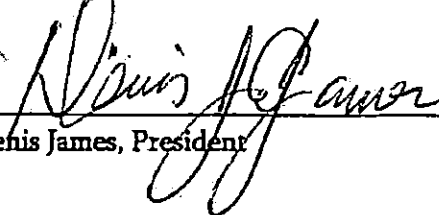
Jill M. Tyler, Managing Member

ADVISORY NEIGHBORHOOD COMMISSION 1C

By: 

Amir Irani, Chair, ABC/Public Safety Committee

KALORAMA CITIZENS ASSOCIATION

By:  2-6-2019

Denis James, President



Advisory Neighborhood Commission 1C

PO Box 21009, NW, Washington, DC 20009

www.anc1c.org

Representing Adams Morgan

February 11, 2019

Commissioners:

Amir Irani (1C01)

Bridget Pooley (1C02)

Ted Guthrie (1C03)

Douglas Ely (1C04)

Damiana Dendy (1C05)

Michaela Wright (1C06)

Japer Bowles (1C07)

Amanda Fox Perry (1C08)

Donovan Anderson

Chairperson, Alcoholic Beverage Control Board

2000 14th Street NW, Suite 400S

Washington, DC 20009

sent by attachment to email to abra.legal@dc.gov

Re: ABRA 112246

Sons of Anacreon, LLC, t/a Reveler's Hour

Dear Mr. Anderson:

At a duly-noticed public meeting held on February 6, 2019, with a quorum present, Advisory Neighborhood Commission 1C passed a resolution approving the attached Settlement Agreement by a vote of 8-0-0.

Please advise if anything further is necessary.

Ted Guthrie

Chair, ANC 1C