

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

In the Matter of:)
)
Spero, LLC)
t/a Reverie)
)
Application for a New)
Retailer's Class CR License)
)
at premises)
3210 Grace Street, NW)
Washington, D.C. 20007)
)

Case No.: 17-PRO-00088
License No.: ABRA-108125
Order No.: 2018-065

Spero, LLC, t/a Reverie (Applicant)

Lisa Palmer, Commissioner, Advisory Neighborhood Commission (ANC) 2E (Protestant)

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2E'S PROTEST**

The Application filed by Spero, LLC, t/a Reverie (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 January 8, 2018, and a Protest Status Hearing on January 31, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 2E have entered into a Settlement Agreement (Agreement), dated February 5, 2018, 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 and Commissioner Lisa Palmer, on behalf of ANC 2E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2E.

Accordingly, it is this 14th day of February, 2018, **ORDERED** that:

1. The Application filed by Spero, LLC, t/a Reverie, for a new Retailer's Class CR License, located at 3210 Grace Street, NW, is **GRANTED**;
2. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;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 modifications:

Subsection 8(c) (Business) – The language “Alcohol sales” shall be replaced with “Alcohol sales, service, and consumption.”

Subsection 10(b) (Trash) – The following language shall be removed: “between Grace St Property LLC in its capacity as the 3210 Grace Street Commercial Condominium Association (the “Commercial Association”) and 3210 Grace Street Residential Unit Owners Association (the “Residential Association”).”

4. Copies of this Order shall be sent to the Applicant and ANC 2E.

District of Columbia
Alcoholic Beverage Control Board

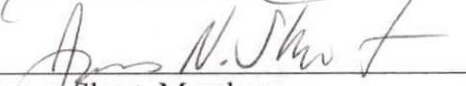
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, Member

Donald Isaac, Sr., 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 BETWEEN SPERO, LLC AND ADVISORY
NEIGHBORHOOD COMMISSION 2E

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 5th day of February, 2018, by and between SPERO LLC ("Applicant") and Advisory Neighborhood Commission 2E ("ANC2E"), also referred to collectively as the "Parties."

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration for the issuance of a new Class "C License (the "License") for the Premises located at 3210 Grace Street, NW Suite 100C (the "Premises"),

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet.

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. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Hours of Operation. Applicant agrees that its hours shall be limited to:
 - a. Hours of Operation:
 - i. Inside Dining room:
 1. Sunday through Thursday: 8am-1am;
 2. Friday and Saturday: 8am-2am
 - ii. Summer garden:
 1. Sunday through Saturday: 8am-12am;
 - b. Exceptions to the standard hours shall be granted for:
 - i. 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);
 - ii. 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 or World Cup, Applicant may avail itself of such extended hours;
 - iii. And, on January 1 of each year Applicant may operate for one additional hour.
3. Service Standards. No pitchers of beer or other multi-serve containers containing beer will be sold to patrons at any time.
4. Summer Garden.

- a. All lights in the Summer Garden must at all times be pointing downwards onto the Summer Garden. At no time shall any light on the backside of the premises shine into residents' properties.
 - b. At all times, the Summer Garden will be covered per the plans attached, hereto. Additionally, all customers shall enter and exit the Summer Garden via the restaurant's main entrance, only.
5. Parking and Transportation.
- a. If offered, valet parking shall be staged on Wisconsin Avenue, NW, not in the alley in front of the restaurant or on Grace Street, NW
 - b. Applicant shall include language on its online reservation system requiring that drop offs and pickups for patrons from taxicabs and ride sharing companies, including, but not limited to Uber, Lyft should occur on Wisconsin Avenue and not on Grace Street. Applicant's employees shall also use best efforts to remind patrons when leaving to wait for their ride on Wisconsin Avenue and not on Grace Street, NW and/or along the alley where the Premises is located.
6. Noise.
- a. No music played inside the Premises or other noise, either amplified or not amplified, coming from inside the Premises shall be audible either on the street in front of the Premises or in surrounding residences, including within residences of 3210 Grace Street, NW, at any time;
 - b. Doors of the premises will be kept closed except when persons are in the act of using the door for ingress to or egress from the premises.
 - c. Applicant shall present only recorded background music inside the Premises.
 - d. Applicant will not install any speakers on the exterior of the Premises, and agrees that no speakers will be installed in or in any way directed to the exterior of the Premises.
7. Patrons and Employees.
- a. Applicant shall take reasonable and immediate action to prevent its patrons and employees from causing unreasonable noise, disturbances or loitering in the area immediately outside of the Premises, along Cherry Hill Lane and in front of Grace Street, as well as on the private property of 3210 Grace Street, NW ("The Area").
 - b. Applicant shall maintain a clearly visible sign near the exits of the Premises which:
 - i. Encourages its patrons and employees to be respectful of the surrounding neighbors and leave in a quiet, orderly manner; and
 - ii. Discourages its patrons and employees from smoking in the Premises or on Cherry Hill Lane, Grace Street and/or on the private property of 3210 Grace Street, NW.

- c. Applicant shall use best efforts to discourage loitering in the vicinity of the Premises;
- d. Applicant shall prohibit employees from smoking in the alley adjacent to the Premises, on Cherry Hill Lane and on private property within 100 feet of the property; Applicant shall also discourage patrons from doing the same;

8. Business.

- a. No promoters will conduct business on the Premises;
- b. Cover charges will never be collected to enter the Premises or partake in the Applicant's offerings, with the exception of previously announced ticketed special events;
- c. Alcohol sales shall end 30 minutes prior to closing ("last call"). However, patrons may remain on the Premises until the end of the Hours of Operation;

9. Deliveries

- a. All deliveries to the Premises shall be made Monday through Friday between 11:00am and 4:00pm.
- b. Applicant shall require its vendors to make all deliveries from a legally parked vehicle not located on Grace Street, NW or Cherry Hill Lane, NW.
- c. Applicant shall require its vendors to not drive on Grace Street, NW at any time, while in the process of making deliveries to the Premises.

10. Trash.

- a. Trash pickup will occur one time per day, a minimum of six days a week except on federal holidays and/or when trucks cannot access Grace Street, NW because of inclement weather;
- b. All trash will be discarded and stored in the designated trash area inside the garage designated in a pre-existing agreement between Grace St Property LLC in its capacity as the 3210 Grace Street Commercial Condominium Association (the "Commercial Association") and 3210 Grace Street Residential Unit Owners Association (the "Residential Association") - at no times will trash be stored outside;
- c. Applicant's employees shall not dispose of bottles or glass in a manner which creates noise audible outside of the premises between 8pm and 9am;
- d. Trash shall be picked up along with the other trash and recycling generated by the Commercial Association; the Applicant shall not schedule additional pickups beyond what is already scheduled by the Commercial Association;
- e. Trash pickup shall not occur between the hours of 10pm and 7am;
- f. Applicant shall keep the public and private space adjacent to the Premises free of litter, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. The public space adjacent to and in front of the premises is to be kept tidy at all times and litter is to be removed by the Applicant's staff at least once per day.
- g. Applicant will maintain a contract with a professional, licensed cleaning company to provide for routine cleaning of the Premises, including the kitchen

hood, as needed to maintain cleanliness. Regular routine hood and exhaust cleaning shall not occur prior to 8:00am on weekdays and 9:00am on weekends; and

- h. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine inspection of the Premises as needed to control pests.

11. Complaint Log. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

12. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2E. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at www.ANC2E.com

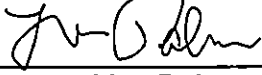
13. Binding Effect. This Agreement shall be binding upon and enforceable against the Licensee and successors of the Applicant.

In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcoholic Beverage Regulation Administration, agree not to Protest the application for a new License at the Premises.

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

[Signatures continue on following page.]

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: 
Signatory: Lisa Palmer, Commissioner ANC2E05

SPERO LLC
By: 
Angie Fetherston, Owner