

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

In the Matter of:

Taqueria Al Lado, LLC
t/a Taqueria Al Lado

Applicant for a New
Retailer's Class CR License

at premises
1792 Columbia Road, NW
Washington, D.C. 20009

License No.: ABRA-117216
Order No.: 2020-1038

Taqueria Al Lado, LLC, t/a Taqueria Al Lado, Applicant

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

Denis James, President, Kalorama Citizens Association (KCA)

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Taqueria Al Lado, LLC, t/a Taqueria Al Lado (Applicant), Applicant for a new Retailer's Class CR License, ANC 1C, and KCA have entered into a Settlement Agreement (Agreement), dated November, 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; Commissioner Amir Irani, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.

Accordingly, it is this 23rd day of December 2020, **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; and
2. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 8c4802572920300462732031141c08

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 747aa73972041546d1b3324929464c

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fca07be140d774a796d7917d20f

Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: d580091845a170e40141304c1701c2

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 8217207125054474316549c2a182f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f0f0040ec14edeb525d1c05

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 14th 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).

**NEW SETTLEMENT AGREEMENT CONCERNING
APPLICATION FOR LICENSE FOR ALCOHOLIC BEVERAGES**

NEW AGREEMENT, made this 2 day of November, 2020, by and between **Taquería Al Lado LLC** (hereinafter "Licensee"), **Advisory Neighborhood Commission 1C** (hereinafter "ANC 1C"), and the **Kalorama Citizens Association** (hereinafter "KCA"), witnesseth:

Whereas, Licensee has applied for a Class CR License (ABRA-117216), located at 1792 Columbia Rd. NW, Washington DC, and

Whereas, Licensee 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 for a license, and ANC 1C and KCA agree to the approval of such license provided that such Agreement is incorporated into the Board's Order approving such application, which order is thereby conditioned upon compliance with such Agreement, and

Whereas, ANC 1C and KCA agree not to protest said application upon the Board's approval of this Agreement, and

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

1. Nature of Establishment

At all times, the Licensee shall operate with the primary purpose of food preparation and consumption. Licensee 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. The kitchen shall be staffed and maintained with sufficient food supplies and remain open and operational until one (1) hour prior to closing.

The parties note and agree that there has been no application for an Entertainment Endorsement.

2. Hours of Operation

Sunday and Monday: 11:00 am - 10:00 pm

Tuesday and Wednesday: 11:00 am - 12:00 am

Thursday: 11:00 am - 2:00 am

Friday and Saturday: 11:00 am - 3:00 am

Exceptions to the stated hours shall be granted for:

January 1 of each year Licensee may operate for one additional hour.

It is understood between the parties that the 11:00 am opening time is not a requirement, but may be used at the discretion of the Licensee.

Licensee agrees to announce Last Call 30 minutes before closing. Final alcoholic beverages may be delivered to patrons until 20 minutes before closing. Patrons may continue to consume these beverages until closing. No further sales of alcoholic beverages shall take place during the last 20 minutes of operation.

Hours of Operation for Outdoor Sidewalk Cafe and Summer Garden courtyard:

Sunday and Monday: 11:00 am - 10:00 pm

Tuesday through Thursday: 11:00 am - 12:00 am

Friday and Saturday: 11:00 am - 1:00 am

Hours of Alcoholic Beverage sales, service and consumption for Sidewalk Cafe and Summer Garden:

Sunday and Monday: 11:00 am - 10:00 pm

Tuesday through Saturday: 11:00 am - 12 am

3. Occupancy

Interior capacity will not exceed the interior seating capacity as specified in the Certificate of Occupancy. The total occupancy load will not exceed that specified in the Certificate of Occupancy. Sidewalk cafe shall not exceed 6 seated patrons. Summer garden shall not exceed 30 seated patrons.

4. Noise

Licensee 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 Licensee agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, 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.) Licensee 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 the establishment will not be audible at surrounding residential housing areas.

5. Trash/Garbage/Rodents

- a.) Licensee shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. Licensee shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Licensee will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.
- b.) Licensee agrees to segregate and recycle bottles and glass refuse from trash and agrees to make all reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the outside trash dumpsters between the hours of 11:00 p.m. and 8:00 a.m.
- c.) Licensee 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.) Licensee 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 dumpsters.

6. Exterior including public space

- a.) Licensee 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.
- b.) Licensee shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front of the premises during business hours and at closing, and to cause patrons to leave those areas quickly at closing.

7. Third Party Events

Licensee 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.

8. Bar/Pub Crawls

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

9. 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 7:00 a.m.

10. Modification

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

11. Regulations

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

12. Availability of Settlement Agreement

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

FOR Taqueria Al Lado, LLC,

Rolando Frias, Managing Member

Rolando Frias 11/2/2020
Signature Date

FOR ANC IC

Amir Iraji, Chair/ANC IC

[Signature] 11/4/20
Signature Date

FOR KALORAMA CITIZENS ASSOCIATION

Dehis James, President

Dehis James 11-3-2020
Signature Date