

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

In the Matter of:

English Standard, LLC
t/a The Imperial

Application for Substantial Change
(Transfer to a New Location)
to Retailer’s Class CT License

at premises
2001 18th Street, NW
Washington, D.C. 20009

Case No.: 18-PRO-00047
License No.: ABRA-109169
Order No.: 2018-481

English Standard, LLC, t/a The Imperial (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
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

**ORDER ON SETTLEMENT AGREEMENT AND
DISMISSAL OF KCA’S PROTEST**

The Application filed by English Standard, LLC, t/a The Imperial (Applicant), for a Substantial Change for a transfer to a new location from 2321 18th Street, NW, to 2001 18th Street, NW, Washington, D.C., having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 11, 2018, and a Protest Status Hearing on July 18, 2018, 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 June 25, 2018, that governs the operation of the Applicant's establishment.

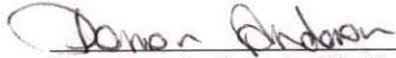
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Amir Irani, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by KCA.

Accordingly, it is this 1st day of August, 2018, **ORDERED** that:

1. The Application filed by English Standard, LLC, t/a The Imperial, for a Substantial Change for a transfer to a new location from 2321 18th Street, NW, to 2001 18th Street, NW, is **GRANTED**;
2. The Protest of KCA in this matter is hereby **WITHDRAWN**;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; 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



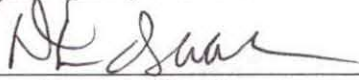
Nick Alberti, Member



Mike Silverstein, Member




James Short, Member



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 CONCERNING TRANSFER OF LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES

AGREEMENT, made this 25th day of June, 2018, by and between English Standard, LLC t/a The Imperial (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter "KCA"), (the Parties) witnesseth:

Whereas, Applicant has applied for a transfer of a class CT license (No 109169) to be located at 2001 18th Street, NW, Washington DC,

Whereas, the Applicant's establishment is located within the boundaries of ANC 1C and is within the membership boundaries of the KCA.

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application. ANC 1C and KCA will agree to the approval of such license provided that this 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. Hours of operation shall not exceed:

Inside:

Sunday through Thursday: 07:00 am – 2:00 am

Friday and Saturday: 07:00 am – 3:00 am

Summer Garden:

Hours for the rooftop summer garden are as follows:

Sunday through Thursday: 7:00 am – 2:00 am

Friday and Saturday: 7:00 am – 3:00 am

Service of alcohol shall not commence until 8:00 am.

Applicant agrees to announce last call 1/2 hour before closing each night of operation. Last drinks may be sold up to 15 minutes prior to closing.

Notwithstanding the foregoing, Applicant may apply for extended interior hours on holidays, inauguration week and for other special hours extensions which may be allowed by law.

Should Applicant receive Board approval for any additional later hours, the parties agree that overnight operation shall not be included in any such extensions.

There shall be no live music or DJ in the Summer Garden.

2. Occupancy

The total occupancy load inside the establishment shall be 398 with seating for 169. The total seating of the summer gardens shall not exceed 72.

3. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

a.) To prevent 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 DCMR, Chapters 27 and 28, as amended.

b.) Applicant agrees not to place outside in the public space, any loudspeaker, tape player, CD player, MP3 player, cell phone, or other similar device, or to place any speaker or device in such a way that it projects sound into the public space.

c.) Applicant agrees that sound from the Summer Garden is a serious issue for its residential neighbors. For this reason, when the Summer Garden is constructed, Applicant agrees to enter into discussions with ANC 1C for the purpose of sound testing to determine whether further measures are needed to prevent disturbance to neighbors from sound originating in the Summer Garden.

d.) Sound from the establishment will not be audible in residential housing units.

4. Trash/Garbage/Rodents

a.) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in the most rodent-proof dumpsters available and shall see that dumpster 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.

c.) 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 dumpsters.

5. Exterior including public space

a.) Applicant shall assist in the maintenance of the alleyway behind and 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.) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

c.) Applicant shall make reasonable efforts to manage the line in front of the establishment such as to minimize noise and the obstruction of the pedestrian passageway.

6. 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/manager is not present and managing the business.

7. Bar/Pub Crawls

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

8. Consideration of Neighbors

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise to a minimum from 11:00 pm. to 8:00 am.

9. Modification

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. 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.

10. 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 or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

11. 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.

12. Abandonment of Existing Settlement Agreement

The KCA agrees, upon the execution of this Settlement Agreement, to abandon all interest in the extant Settlement Agreement associated with the CT license being transferred.

FOR English Standard, LLC

By: William B. Thomas Duplicate signed by William B. Thomas
On the William B. Thomas on a cell
number 770-473-2211 on 6/25/18
Page 22 of 23 6/25/18
Signature: William B. Thomas Date

Advisory Neighborhood Commission IC

By: [Signature] 7/13/2018
Signature Date

Amir Irani, Commissioner ANC IC

FOR Kalorama Citizens Association

By: [Signature] 7-13-2018
Denis James, President Date



Advisory Neighborhood Commission 1C

PO Box 21009, NW, Washington, DC 20009

www.anc1c.org

Representing Adams Morgan

Commissioners:

Amir Irani (1C01)

July 18, 2018

Hector Huezco (1C02)

Alcoholic Beverage Regulation Administration

Ted Guthrie (1C03)

A. Tianna Scozzaro (1C04)

2000 14th Street, NW S400
Washington, DC 20009

Wilson Reynolds (1C07)

sent by attachment to email

Amanda Fox Perry (1C08)

RE: ANC1C Resolution regarding English Standard, LLC
t/a The Imperial

Alcoholic Beverage Regulation Administration:

At a duly-noticed public meeting held on Wednesday, July 11, 2018, with a quorum present, Advisory Neighborhood Commission 1C passed a resolution in support of the enclosed settlement agreement by a vote of 6-0-0.

Hector Huezco, Esq.
Chair, ANC 1C