

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

In the Matter of:)
)
The Springs, LLC)
t/a The Springs)
)
Applicant for a New)
Retailer’s Class CT License)
)
at premises)
1315 I Street, NW)
Washington, D.C. 20005)
)

Case No.: 22-PRO-00037
License No.: ABRA-120472
Order No.: 2022-634

The Springs, LLC, t/a The Springs, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Sherene Joseph, Chairperson, Advisory Neighborhood Commission (ANC) 2F, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2F’S PROTEST**

The Application filed by The Springs, LLC, t/a The Springs (Applicant), for a New Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 13, 2022, and a Protest Status Hearing on July 13, 2022.

The official records of the Board reflect that the Applicant and ANC 2F entered into a Settlement Agreement (Agreement), dated August 12, 2022, 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 and Chairperson Sherene Joseph, on behalf of ANC 2F, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2F of this Application.

Accordingly, it is this 31st day of August 2022, **ORDERED** that:

1. The Application filed by The Springs, LLC, t/a The Springs, for a new Retailer's Class CT License, located at 1315 I Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2F in this matter is hereby **WITHDRAWN**;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 Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 4c423d95613f39e927302901800ff

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 247a312920e9e1c6113723294947

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fca7fba145d7f4b75bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b509e91845e1f0e4016155ebc12f91ec

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172931f0509447491b58f9c2a418f6

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 56276da7f06040e14adeb52541ee5

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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this twelfth day of August, 2022, by and between The Springs, LLC t/a The Springs (“Applicant”) and Advisory Neighborhood Commission 2F (“ANC 2F”).

RECITALS

(a) Applicant has applied for a Retailer Class CT License (the “License”) for a business establishment (“Establishment”) located at 1315 I Street NW, Washington, DC (the “Premises”);

(b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and

(c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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/Sales/Service/Consumption. Applicant’s hours of operation, sales, service, and consumption, shall not exceed the following:
 - a. Interior:
 - i. Sunday – Thursday: 8:00am to 2:00am
 - ii. Friday – Saturday: 8:00am to 3:00am
 - b. Exceptions to the hours above:
 - 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. Summer Garden.
 - a. Hours: The hours of operation/sales/service/consumption in the summer garden shall not exceed:
 - i. Sunday-Saturday: 8:00am- 12:00am
 - b. Applicant will inspect the summer garden regularly for compliance.
 - c. Applicant shall have adequate security and staff, as needed, to monitor patrons in the summer garden.
 - d. Except for special events, Applicant agrees to serve alcoholic beverages to only 1,000 patrons at any given time.

- e. Notwithstanding the above, Applicant may have 12 events per year to operate for special events, where it is permitted to operate during the following hours:
 - i. Sunday-Thursday: 8:00am-2:00am
 - ii. Friday-Saturday: 8:00am-3:00am
 - f. Notwithstanding the above, Applicant may apply for a one-day substantial change application.
 - g. For purposes of this Agreement, a special event is defined as any event scheduled for a specific purpose/occasion occurring outside the course of daily operations.
4. Summer Garden Entertainment: The hours of entertainment in the summer garden shall not exceed the following:
- a. Sunday- Thursday: 8:00am- 10:00pm
 - b. Friday- Saturday: 8:00am- 11:00pm
 - c. Notwithstanding the above, the Applicant may have entertainment during special events as defined below, for 12 events per year, during the following hours:
 - i. Sunday-Saturday: 8:00am-12:00am
5. Noise. Applicant shall adhere to D.C. Code § 25-725 with respect to emanation of noise from the establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment. Further, Applicant understands that the ANC has concerns about noise for residents on K Street. As such, Applicant agrees to take any reasonable measures to mitigate noise impacts for nearby residents. Specifically, Applicant agrees that speakers in the summer garden shall face inwards and not towards the residents on K Street. Applicant agrees to take reasonable measures to ensure that any live entertainment occur away from K Street.
6. Public Space and Trash. Applicant shall take reasonable measures to keep the summer garden and sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials.
7. Trash and Recycling. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 p.m.
8. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
9. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances during the hours of operation.

10. Contact information. 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.
11. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.
12. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.
13. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. 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.ANC2F.org.
14. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Applicant.
15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have thirty (30) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than thirty (30) days to cure, efforts to cure the breach have not been commenced— failure should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Anna Valero
 The Springs, LLC
 1315 I Street, NW
 Washington, DC
 anna@pirateventures.com

If to the ANC: Advisory Neighborhood Commission 2F

5 Thomas Circle, NW
Washington, DC 20005
ANC2FOffice@gmail.com

Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

ADVISORY NEIGHBORHOOD COMMISSION 2F

By: *Sherene Joseph*
Sherene Joseph, Chair

APPLICANT

By: *Anna M. Valero*
Name: Anna Valero
The Springs, LLC