

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

In the Matter of:)	
)	
Odalys Restaurant, LLC)	
t/a Odalys Restaurant)	
)	
Applicant for a New)	License No. ABRA-097025
Retailer's Class CR License)	Order No. 2015-012
)	
at premises)	
1200 Kennedy Street, N.W.)	
Washington, D.C. 20011)	

Odalys Restaurant, LLC, t/a Odalys Restaurant (Applicant)

Shanel Anthony, Chairperson, Advisory Neighborhood Commission (ANC) 4C

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Odalys Restaurant, LLC, t/a Odalys Restaurant, Applicant for a new Retailer's Class CR License, located at 1200 Kennedy Street, N.W., Washington, D.C., and ANC 4C have entered into a Settlement Agreement (Agreement), dated December 10, 2014, that governs the operation of the Applicant's establishment.

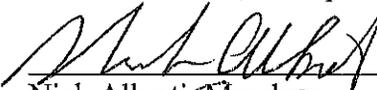
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Shanel Anthony and Commissioner Michael Yates, on behalf of ANC 4C, are signatories to the Agreement.

Accordingly, it is this 9th day of January, 2015, **ORDERED** that:

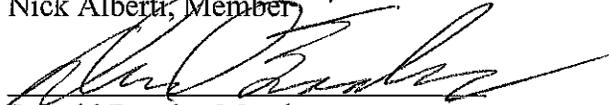
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 4C.

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

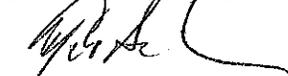


Nick Alberti, Member

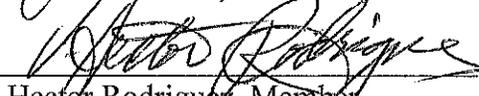


Donald Brooks, Member

Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, 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

THIS SETTLEMENT AGREEMENT (this "Agreement") made this 10th day of December 2014, by and between Odalys Restaurant, LLC, ABRA-097025, 1200 Kennedy Street NW Washington, DC 20011 and/or Jose Argueta (the "Applicants" or "Owner" or "Licensees") and Advisory Neighborhood Commission ("Protestant"). The Applicant and ANC 4C are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, pending before the District of Columbia Alcoholic Beverages Regulation Administration ("ABRA") is Applicants' request for a new Class "C" Restaurant License, identified as License No. ABRA-097025 (the "Application") for the sale and consumption of alcoholic beverages at the Premises; and

WHEREAS, the Odalys Restaurant is located in close proximity to single family residences and apartments, on Kennedy Street, NW, Longfellow Street NW and Georgia Avenue NW.

WHEREAS, the Parties have agreed to enter into this Settlement Agreement and request that ABRA ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this Settlement Agreement.

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. HOURS OF OPERATION:

Hours of Operation	Sunday through Thursday	Friday through Saturday
Inside Restaurant	7:00 am – 2:00 am	7:00 am – 3:00 am
At Sidewalk Café	7:00 am – 11:00 pm	7:00 am – 11:00 pm

2. HOURS OF ALCOHOLIC BEVERAGE SALES

Sale of Alcohol	Sunday through Thursday	Friday through Saturday
Inside Restaurant	8:00 am – 2:00 am	8:00 am – 3:00 am
At Sidewalk Café	8:00 am – 11:00 pm	8:00 am – 11:00 pm

3. On special occasions (e.g., New Year's Eve and Inauguration Day), the Odalys Restaurant may stay open later if permissible by DC Laws; however, in no event shall the Applicant serve or permit consumption of food or beverages on the sidewalk café after 11:00 PM on any day the Odalys Restaurant is open for business;

4. Applicant shall not permit any alcoholic beverages to be carried beyond the Premises. Food service shall be available until at least one (1) hour before closing;

5. The occupancy of the restaurant and bar shall be limited to amount allowed by DC Code. The occupancy of the sidewalk café shall be limited to no more than permissible DC Code;

6. **Parking:** The Applicant agrees to inform patrons that parking is limited and encourage such patrons to walk, bike or use public transportation. The Applicant will inform patrons to refrain from double parking, parking in "No Parking" zones or parking in restricted areas;

7. **Music / Dancing / Entertainment:** Applicant may offer facilities for dancing and/or entertainment for patrons only with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecorded music.

8. Noise Control: Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties.

a. Applicant agrees to implement sound suppression measures that will mitigate any noise from this restaurant that may be heard in surrounding resident's homes, including keeping its doors and windows closed when music is being played at the establishment.

b. Applicant shall configure any and all speaker systems such as to minimize sound from being heard outside the premises.

c. The parties agree to cooperate in conducting noise level checks to assure compliance with this subsection. In the event there shall be a violation of this subsection, Applicant shall take all steps necessary to prevent the repetition of such violation.

9. Loitering: The Applicant agrees to post notices notifying patrons and employees to be respectful of the residential area: no littering, no loitering, no excessive noise and report public intoxication to MPD;

10. Security: The Applicant shall take steps to minimize security incidents, and protect patrons from criminal activities in the immediate vicinity around the premises by providing adequate employees to deter loitering;

11. Public Space and Trash: The Applicant is responsible for snow removal, cleaning the sidewalk and curb daily, and keeping the sidewalk and curb free of litter, bottles and other debris in compliance with DC Code and Municipal Regulations. Applicant shall deposit trash and garbage only in rodent-proof dumpsters. Applicant shall provide rat and vermin control for the Premises;

12. License Ownership and Compliance with ABRA Regulations: The Parties agree to work in good faith to resolve any problems arising from the operation of the business;

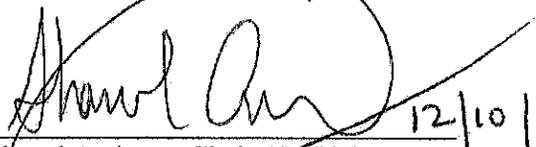
a. If Applicant or Licensee fail to cure within the 30-day period (or with respect to a breach which requires more than 30 days to cure, fails to commence cure of such breach and diligently pursues such cure to completion) such failure shall constitute a cause for filing a complaint with the Alcohol Beverage Control Administration ("ABRA"), and seeking redress of such breach pursuant to applicable laws and regulations;

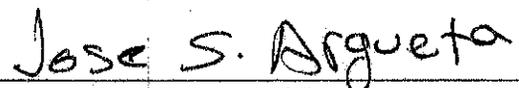
b. In the event that ABRA approves the Application and issues the License to Applicant, this Agreement shall be made a part of the License; and

c. Applicant agree that any document assigning or transferring the License shall contain a provision that the assignee or transferee of the License shall agree to be bound by the terms of this Agreement;

IN CONSIDERATION OF THE ABOVE, ANC 4C will send written notice to ABRA that it will not object to the approval and issuance of the Application.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as first above written.


Shanel Anthony, Chair, ANC4C 12/10/14


Jose Argueta, Owner, Odalys Restaurant LLC 12/9/14


Michael Yates, Treasurer, ANC4C 12/10/14