

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

In the Matter of:

Proust Partners Limited Company
t/a Wunder Garten

Holder of a
Retailer's Class DT License

at premises
150 M Street, N.E.
Washington, D.C. 20002

License No.: ABRA-098173
Order No.: 2016-454

Proust Partners Limited Company, t/a Wunder Garten (Licensee)

Tony Goodman, Commissioner, Advisory Neighborhood Commission (ANC) 6C

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

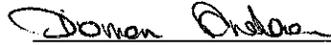
The official records of the Alcoholic Beverage Control Board (Board) reflect that Proust Partners Limited Company, t/a Wunder Garten (Licensee) and ANC 6C entered into a Settlement Agreement (Agreement), dated July 5, 2016, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Tony Goodman, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 20th day of July, 2016, **ORDERED** that:

1. The above-referenced Settlement Agreement, dated July 5, 2016, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6C.

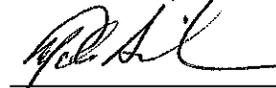
District of Columbia
Alcoholic Beverage Control Board



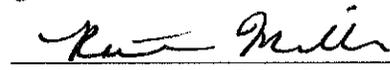
Donovan Anderson, Chairperson



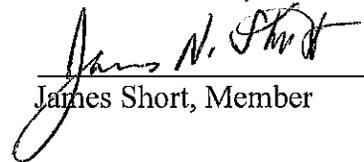
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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).

ANC 6C SETTLEMENT AGREEMENT FOR WUNDER GARTEN

THIS AGREEMENT is made and entered into as of this 5th day of July by and between Proust Partners LLC, operating under the trade name "Wunder Garten" (hereinafter the "Applicant"), and Advisory Neighborhood Commission 6C, (hereinafter "Protestants").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a Retailer's Class D license for premises of 131 M Street N.E. (South), Washington, D.C.

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants' concerns and Protestants' will agree to the issuance of the ABC License and withdraws their Protests.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. **Nature of Business:** Applicant will operate at all times as a bona-fide Class D (as such term is defined in ABC statutes and regulations). Applicant will not make its premises available to non-employee promoters for presentation of advertised "parties" or "events" intended to generate profit for such promoters. At no time shall there be more than 300 patrons on the premises, unless for special events. The number of special events shall be limited to not more than 3 events every 12 weeks.
2. **Hours of Operation:** Applicant's operating hours shall be
 - a. Monday - Thursday: 4 PM to 10 PM
 - b. Friday: 12 PM to 12 AM
 - c. Saturday: 12 PM to 12 AM
 - d. Sunday: 12 PM to 10 PM

It is understood that after cessation of said "operating hours," no patrons shall remain on the premises. Provided that: (a) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" applicant may operate for one additional hour (that is, one hour later in the evening); and (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours.

3. **Noise Suppression:** The establishment operation shall at all times be in compliance with the D.C. Noise Control Act and DC Code 25-725. Applicant acknowledges that Protestants are extremely concerned regarding the potential for noise emanating from this establishment. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of

their homes and by departing the vicinity of the premises immediately upon exiting. Signs reminding employees and patrons to be considered about noise levels will be placed at several locations on the premises and at the entrance/exit. All amplified noise and all music will cease by 10:00 p.m. Applicant will discourage patrons from loitering in the surrounding area after leaving the establishment.

Applicant agrees that in the event five separate residents within a two block radius deem noise (including, but not limited to, noise from speakers or other devices from amplification) to be excessive and file a written complaint or complaints to ABRA to that effect, the operating hours will be adjusted as follows:

- a. Monday - Thursday: 4 PM to 10 PM
 - b. Friday: 12 PM to 10 PM
 - c. Saturday: 12 PM to 10 PM
 - d. Sunday: 12 PM to 10 PM
4. **Parking:** The applicant shall provide bike racks and encourage the use of public transportation to minimize traffic and the demand for parking.
 5. **Deliveries:** To maintain the peace, order and quiet of the surrounding neighborhood, Applicant shall receive all deliveries of food, beverages and supplies during hours between 9:00 am and 5:00 pm Mondays – Saturdays. No deliveries shall be accepted on Sundays.
 6. **Trash Pick-Up and Removal:** Applicant will maintain regular trash/garbage removal service only during the hours from 9:00 am to 5:00 pm. The Applicant shall keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will contract for regular rodent and pest (insect) abatement. There shall be no outdoor disposal of glass bottles after 10:00 pm.
 7. **Food Odors:** Applicants acknowledges that odors from food trucks are a concern of Protestants and Applicant will work with food truck vendors to minimize odors from their operations.
 8. **Toilet facilities.** Applicant will contract to provide adequate toilet facilities on premises. Portable toilets will be serviced and cleaned as necessary, and not less than once per week.
 9. **Property maintenance and appearance.** Applicant agrees to keep property, improvements and fences clean and in good repair. Applicant will keep adjoining spaces that are accessible to Applicant free of weeds, cigarette butts, and trash. Applicant will provide trash receptacles throughout the premises and at the entrance/exit. Through signs and with the help of employees, Applicant will encourage guests to appropriately dispose of trash and to recycle.

10. **Security.** The Applicant agrees to provide adequate security to control crowds onsite and at the entrance to the establishment at all times, with the goal of keeping the premises and its surrounding areas safe and inviting.

11. **Withdrawal of Protest.** Protestants agree to the issuance of the license and the withdrawal of their protests upon execution of this Agreement, provided that this Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

12. **Right to Seek Redress:** The parties agree that Applicant will be given written notice of any alleged violation of this Agreement and will be afforded ten (10) days in which to investigate and respond to any complaint. The parties agree that if any complaint of violation of this Agreement is not so resolved, then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint pursuant to D.C. Code 25-446(e) in order to enforce the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 5th day of July 2016.

APPLICANT



By:
Biva Ranjeet
Proust Partners LLC

ADVISORY NEIGHBORHOOD COMMISSION 6C

 7/04/16

By:
Tony Goodman
ANC 6C