

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

In the Matter of:)	
)	
Songbyrd, LLC)	
t/a Songbyrd)	
)	
Petition to)	
Terminate Settlement Agreement for a)	License No.: ABRA-096137
Retailer's Class CT License)	Order No.: 2016-644
)	
at premises)	
2477 18 th Street, N.W.)	
Washington, D.C. 20009)	

Songbyrd, LLC, t/a Songbyrd (Petitioner)

William Simpson, 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
Mafara Hobson, Member
Jake Perry, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that a previous holder of a Retailer's Class CT license for the premises located at 2477 18th Street, N.W., entered into a Settlement Agreement with ANC 1C and KCA on September 24, 2008, and it was approved by the Board on October 1, 2008. Songbyrd, LLC, t/a Songbyrd (Petitioner), as the subsequent and current holder of that license is required to comply with the terms of the Agreement, because it governs the operations of the Petitioner's establishment.

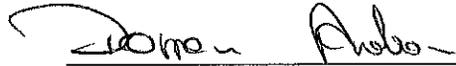
On September 28, 2016, the Petitioner sought to terminate its Settlement Agreement, pursuant to D.C. Official Code § 25-446(d). In lieu of termination, the Petitioner, ANC 1C, and KCA have now entered into an Amendment to Settlement Agreement (Amendment), dated November 4, 2016, that governs the operation of the Petitioner's establishment.

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Petitioner; Commissioner William Simpson, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Amendment.

Accordingly, it is this 9th day of October, 2016, **ORDERED** that:

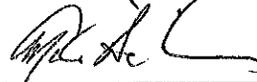
1. The Petition to Terminate is rendered moot;
2. The above-referenced Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
3. All terms and conditions of the original Settlement Agreement, not amended by the Amendment, shall remain in full force and effect; and
4. Copies of this Order shall be sent to the Petitioner, ANC 1C, and KCA.

District of Columbia
Alcoholic Beverage Control Board

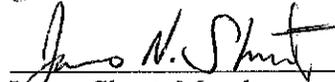


Donovan Anderson, Chairperson

Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Mafara Hobson, Member

Jake Perry, 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).

AGREEMENT

Whereas, Songbyrd, LLC (the "Licensee"), operates the ABC-licensed establishment trading as Songbyrd at 2477 18th Street NW under retailer's class CT tavern license ABRA-96137 (the "Licensee");

And whereas the Licensee also operates a space called the Record Cafe at 2475 18th Street NW that is connected internally to Songbyrd, but at which sales, service, and consumption of alcohol are not currently permitted;

And whereas the Licensee desires to alter certain elements of its operations;

And whereas the Licensee is subject to a settlement agreement with Advisory Neighborhood Commission 1C ("ANCIC") and the Kalorama Citizens Association ("KCA") entered into on September 24, 2008 and approved by the Alcoholic Beverage Control Board (the "Board") with Order number 2008-263 (the "Settlement Agreement");

Now therefore, upon the Licensee's proper completion of the relevant application materials with the Alcoholic Beverage Regulation Administration ("ABRA") and upon approval by the Board:

- I. ANCIC, KCA, and the Licensee agree to amend the Settlement Agreement by replacing Section 2 in its entirety with the following:

Hours/Capacity/Sales, Service, and Consumption of Alcohol

Monday-Thursday:	11:00 pm-2:00 am
Friday:	11:00 pm-3:00 am
Saturday:	10:00 am-3:00 am
Sunday:	10:00 am-2:00 am

However, the Licensee shall have the right to register for ABRA's Extended Hours Program and shall be permitted to have extended hours set forth pursuant to ABRA's Extended Hours Program on each of the following nights each year:

- The night before Martin Luther King Day
- The night before Washington's Birthday
- The night before Spring Daylight Savings
- The night before Columbus Day
- The night of New Year's Eve

Once Licensee's registration is approved by ABRA, any entertainment offered by the Licensee during the Extended Holiday Hours Program dates listed above shall cease 30 minutes prior to closing.

"Last call" will be announced at 30 minutes prior to closing each night of operations.

Seating capacity for 2477 18th Street NW shall not exceed:

- Interior tables and bar: 99
- Sidewalk cafe: 8

In the event that the Licensee's petition for a substantial change is approved to include the space known as the Record Cafe located at 2475 18th Street NW as part of the

License, seating capacity for 2475 18th Street NW shall not exceed 40 seats, in accordance with Licensee's Certificate of Occupancy for the Record Cafe.

Sales, service, and consumption of alcohol are permitted on the first floor and in the basement of 2477 18th Street NW.

Alcohol that is sold at 2477 18th Street NW is permitted to be consumed on the first floor of 2475 18th Street NW in the space known as the Record Cafe. However, sales and service of alcohol shall not take place in the Record Cafe.

- II. ANCIC and KCA agree not to protest the Licensee's petition for a substantial change to include the space known as the Record Cafe located at 2475 18th Street NW as part of the License, provided the petition is consistent with the conditions set forth in Part I of this Agreement. ANCIC and KCA agree not to protest the Licensee's petition for a substantial change to provide entertainment on Sundays provided that such entertainment does not exceed the permissions contained in the relevant provisions of the Settlement Agreement.
- III. The Licensee shall rescind its application to unilaterally amend/terminate the Settlement Agreement promptly following the execution of this agreement.

Songbyrd, LLC



Joseph Lapan, Managing Member

11/1/16

Date



Alisha Edmondson, Managing Member

11/1/16

Date

Advisory Neighborhood Commission 1C

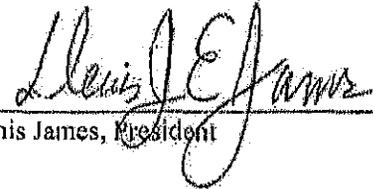


William Simpson, Commissioner

11/2/16

Date

Kalorama Citizens Association



Denis James, President

NOVEMBER 4, 2016

Date

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

<hr/>)	
In the Matter of:)	
Haca Ventures, Inc.)	
t/a Saki)	
)	
Substantial Change Application and)	
Entertainment Endorsement)	License No. 60576
to its Retailer's Class CR License)	Case No. 50004-06/122P & 07/030P
at premises)	Order No. 2008-263
)	
2477 18 th Street, N.W.)	
Washington, D.C.)	
<hr/>)	

Haca Ventures, Inc. t/a Saki, Applicant

Bryan Weaver, Chair, Advisory Neighborhood Commission 1C, Mindy Moretti, Vice-Chair, Advisory Neighborhood Commission 1C, and Denis James, President, Kalorama Citizens Association, Protestants

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Substantial Change Application filed by Haca Ventures, Inc. t/a Saki for a Class Change and an Entertainment Endorsement to its Retailer's Class CR license, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on March 21, 2007, in accordance with D.C. Official Code § 25-601 (2001). Bryan Weaver, Chair, Advisory Neighborhood Commission (ANC) 1C, and Mindy Moretti, Vice-Chair, ANC 1C, filed a timely protest letter dated February 22, 2007. Denis James, President, Kalorama Citizens Association (KCA), filed a timely protest letter dated March 5, 2007.

Haca Ventures, Inc.
t/a Saki
License No. 60576
Case No. 50004-06/122P & 07/030P
Page Two

The official records of the Board reflect that the Applicant and the Protestants have reached a Voluntary Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated September 24, 2008 the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Voluntary Agreement.

Accordingly, it is this 1st day of October 2008, **ORDERED** that:

1. The protests of ANC 1C and KCA are **WITHDRAWN**;
2. The Application filed by Haca Ventures, Inc. t/a Saki, located at 2477 18th Street, N.W., Washington, D.C., for a Class Change from a Retailer's Class CR license to a Retailer's Class CT license and for an Entertainment Endorsement to allow a cover charge is **GRANTED**;
3. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and to the Protestants.

Haca Ventures, Inc.
t/a Saki
License No. 72357
Case No. 50004-06/122P & 07/030P
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District of Columbia
Alcoholic Beverage Control Board

Peter B. Feather, Chairperson



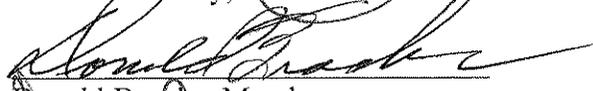
Judy A. Moy, Member

Mital M. Gandhi, Member



Nick Alberti, Member

Charles Brodsky, Member



Donald Brooks, Member



Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

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LJC

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

**COOPERATIVE AGREEMENT CONCERNING THE SUBSTANTIAL
CHANGE OF A LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES** A 11:17

THIS AGREEMENT, entered into the 24 day of September 2008 is by and between Haca Ventures t/a Saki (hereinafter the "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC1C") and the Kalorama Citizens Association (hereinafter the "KCA"), hereinafter the "Parties", and

INTRODUCTION

Whereas, the Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the substantial change of Class CR 01 License (No. 60576) to a CT 01 License, located at 2477 18th Street, NW

Whereas, the establishment falls within the boundaries of Advisory Neighborhood Commission 1C (ANC 1C), and the membership boundaries of the KCA, and

Whereas, this is a matter of concern for ANC 1C and the KCA due to the absence of a clear and statutory requirement for a "Tavern" to serve any measurable amount of food, and

Whereas, in recognition of the Board's policy of encouraging parties to settle their differences by reaching Cooperative Agreements, the Parties hereby desire to enter into a Cooperative Agreement whereby (1) Applicant will agree to adopt certain measures to address ANC 1C's and the KCA's concerns and to include this Agreement as a formal condition of its Application, and (2) ANC 1C and the KCA will agree to the substantial change provided that such Agreement is included into the Board's order approving such application, which order is thereby conditioned upon compliance with such Agreement, and

Whereas, Applicant has recently taken or intends to take certain measures designed to ameliorate ANC 1C's and the KCA's concerns

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

1. Operation.

The Applicant shall make a good faith effort to sell and serve food. For purposes of this agreement, a "good faith effort" to sell or serve food shall be met if the Applicant:

(A) Maintains a kitchen, kitchen staff and wait staff (which may include bartenders who serve food to patrons), and the supplies and equipment necessary for daily preparation and service of prepared food menu items other than snack food (for example, appetizers, soups, salads, sandwiches, entrees, and desserts, etc.) For purposes of this subsection, "snack food" is defined as items such as peanuts, popcorn, potato chips, pretzels and similar items.

(B) Be open from at least 6:00 p.m. to 11:30 p.m. daily for the service of prepared food menu items. On days when the establishment is open prior to 6:00 p.m., service of prepared food menu items shall be available to patrons during such earlier opening hours; and

(C) The Applicant either has gross annual food sales of at least \$135,000.00 or thirty percent (30%) of its total annual gross revenues of food and alcoholic beverages is derived from food sales.

(D) The Licensee shall continue to keep and maintain, while licensed as a tavern, the same books and records required to be kept by restaurants and hotels pursuant to D.C. Official Code 25-113 (j)(3)(A), and

(E) The Applicant promotes food sales inside of the establishment by (i) offering menus to seated patrons in the dining area on the first floor, (ii) having table tents and/or menus on the tables, or (iii) by prominently displaying a menu board of food items.

(F) The Applicant's exterior advertising to the public emphasizes food and does not primarily advertise drink specials.

2. Hours/Capacity.

The approved hours of operation are:

Sunday-Thursday: 11:00 a.m.-2:00 a.m.

Friday and Saturday: 11:00 a.m.-3:00 a.m.

"Last call" will be announced at 1:30 a.m., or ½ hour before closing Sunday through Thursday, and 2:30 a.m. or ½ hour before closing, Friday and Saturday.

**Seating Capacity will not exceed: Interior tables and bar: 99
Establishment is located in first floor and basement.**

3. Noise/Music/Dancing

a) Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise in accordance with D.C. Official Code §25-725 (2001). 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) Music from inside will not be audible at surrounding residential areas.
- c) Applicant 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 loud sound into the public space.
- d) The parties agree that any live music performances will be for the benefit and enjoyment of the establishments' dining and bar patrons. *The Applicant may charge a cover charge.*
- e) The Parties agree that in the routine operation of the establishment the regular presentation of live music performances will end no later than one-half hour before closing.
- f) There will be no designated dance floor.

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 the dumpster area remain clean. Applicant 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. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.
- b) Applicant agrees not to dispose of bottles and recyclables in a manner that would have an adverse effect on peace, order and quiet in the neighborhood and shall not dispose of bottles, and recyclables in dumpsters between the hours of 11:00 p.m. and 7:00 a.m.

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. Applicant 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 quietly at closing.
- b) 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.

6. Bar/Pub/Club Crawls

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

7. Consideration

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times.

8. 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.

9. Availability of Voluntary Agreement

Applicant agrees to keep available at all times a copy of this agreement at the establishment and to familiarize all employees with its conditions.

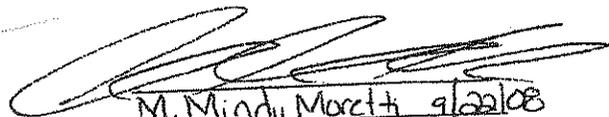
10. Withdrawal

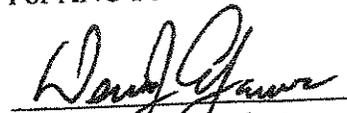
a) Protestants agree to the change of the license and the withdrawal of their protests *provided* that this Cooperative Agreement is incorporated into the Board's order granting the aforesaid Application, which order is thereby conditioned upon compliance with such Cooperative Agreement.

b) Applicant agrees to abide by all sections of D.C. law and regulations with regard to "Taverns". Applicant agrees to maintain the interior seating, in table, chairs and bar-stools in or about the same proportion as exists as of the date of this agreement.

c) All prior voluntary or cooperative agreements between the protestant parties and the Applicant are hereby rescinded.


Alireza Hajaligholi
For Haca Ventures t/a Saki


M. Mindy Moratti 9/22/08
For ANC IC


Denis James, President
For the Kalorama Citizens Assoc. 9.23.2008

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Alireza Hajaligholi
For Haca Ventures t/a Saki


M. Mindy Moretti 9/22/08
For ANC IC


Denis James, President
Fro the Kalorama Citizens Assoc.