

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

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In the Matter of:)	
)	
A. Montero Food, LLC)	
t/a Taqueria Habanero)	
)	
Applicant for a New)	
Retailer's Class CR License)	License No. ABRA-098996
)	Order No. 2015-465
at premises)	
3710 14 th Street, N.W.)	
Washington, D.C. 20010)	
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A. Montero Food, LLC, t/a Taqueria Habanero (Applicant)

Vann-Di Galloway, 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 A. Montero Food, LLC, t/a Taqueria Habanero, Applicant for a new Retailer's Class CR License, located at 3710 14th Street, N.W., Washington, D.C., and ANC 4C have entered into a Settlement Agreement (Agreement), dated July 8, 2015, 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 Vann-Di Galloway, on behalf of ANC 4C, are signatories to the Agreement.

Accordingly, it is this 14th day of October, 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, except for the following modification:

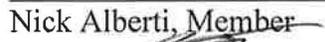
Section 4 (Sidewalk Seating) – This Section shall be modified to read as follows: “The sidewalk café hours shall be limited to the sidewalk café hours of the Red Derby (3718 14th Street, NW) and Lyman’s Tavern (3720 14th Street, NW). Applicant will direct that its employees inspect the sidewalk area on a regular basis to ensure its cleanliness.”

The parties have agreed to this modification.

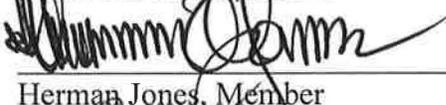
2. Copies of this Order shall be sent to the Applicant and ANC 4C.

District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson

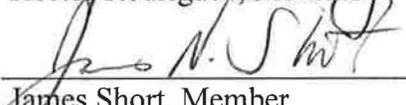

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

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

This Settlement Agreement ("Agreement") is made on this 8th day of July 2015 by and between Taqueria Habanero ("Applicant"), and Advisory Neighborhood Commission 4C, (Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for a license for premises, 3710 14th Street NW, Washington, DC. 20011, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class C Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code §25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. The Applicant will manage and operate a CR license at the listed address. The license shall have limited indoor seating of 13.
3. Hours of Operation and Sales. The Applicant's hours of operation shall be as follows: Sunday through Thursday 6 a.m. - 2 a.m., Friday and Saturday 6 a.m. - 3 a.m.

Alcohol sales shall be limited to:

Sunday through Thursday 10am - 1am, Friday and Saturday 10am - 2am

Provided, however, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve alcohol and provide entertainment via Juke box only for such hour(s); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4am.

4. Sidewalk Seating. As a community benefit, in conjunction with the 14th Street Revitalization Plan, Applicant shall begin the process of applying for a sidewalk cafe no later than six (6) months after the date of this agreement. This sidewalk cafe hours shall be limited to the sidewalk cafe hours of the Red Derby (3718 14th Street, NW) and Lyman's Tavern (3720 14th Street, NW). Applicant shall complete the installation of the sidewalk cafe within eighteen months (18) months of the date of this Agreement. Applicant will provide seating for patrons in the public space to ensure patrons do not block sidewalk passage. Applicant will direct that its employees inspect the sidewalk area on a

regular basis to ensure its cleanliness.

5. Noise and Privacy. Applicant will strictly comply with D.C. Official Code § 25-725 and will take actions, as necessary, noise and vibration from the Establishment are not audible outside the establishment at any time

6. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.

Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Applicant will ensure timely disposal no less than three (3) times per week that is the least disruptive to the neighbors. Commercial trash pick-up in residential areas takes place between 7 a.m.-7 p.m.

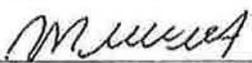
7. Rats and Vermin Control. The Applicant shall provide rat and vermin control for its property. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

8. Security Cooperation in stemming illegal activity and public drinking. Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating installation of a security camera system which shall monitor the interior of the restaurant and public space in front of their establishment to the curb. This system shall be installed no later than one calendar year after the date of this agreement. The Applicant shall also maintain a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include staff, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.

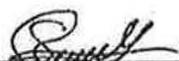
9. Compliance with ABRA Regulations. Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees

In witness whereof, the parties have executed this Settlement Agreement as of the day and date first written above.

Applicant:

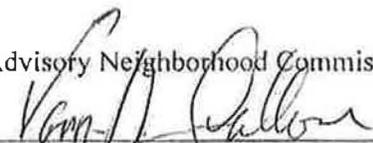


Mirna E. Alvarado



Dionicio Montero Castaneda

Advisory Neighborhood Commission 4C:



Vann-Di Galloway, Chairman