

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

In the Matter of:

Radici Uno (One Root), LLC
t/a Radici

Holder of a
Retailer's Class B and DR License

at premises
301-303 7th Street, S.E.
Washington, D.C. 20003

License Nos. ABRA-093687

ABRA-093739

Order No. 2015-023

Radici Uno (One Root), LLC, t/a Radici (Licensee)

Brian Flahaven, Chairperson, Advisory Neighborhood Commission (ANC) 6B

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 Radici Uno (One Root), LLC, t/a Radici, (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated November 12, 2014, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Brian Flahaven, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 28th day of January, 2015, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

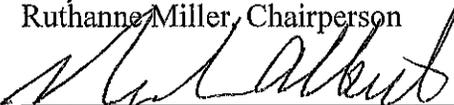
Section 6 (Noise, Odor, and Privacy) – The following language shall be removed: “Noise will not exceed DC law limits measured at the property line of the property and for commercial zones 65 db(a) in the daytime and 60 db (a) at nighttime.”

The Parties have agreed to this modification.

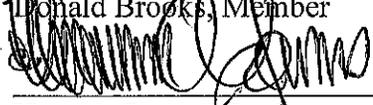
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

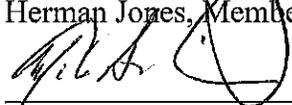
District of Columbia
Alcoholic Beverage Control Board

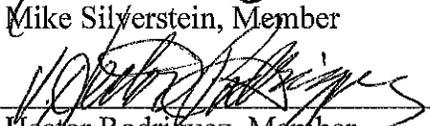

Ruthanne Miller, Chairperson

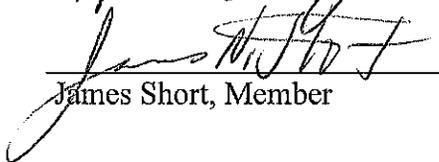

Nick Alberti, Member


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 is made on the 12th day of November, 2014 by and between Radici Uno, LLC ("Applicant") and Advisory Neighborhood Commission 6B.

WHEREAS, Applicant's renewal for a Retailers' Class "DR" Restaurant Liquor License (License #ABRA-96687) and Retailers' Class "B" Liquor License (License #ABRA-93739) is now pending before the District of Columbia Alcoholic Beverage Control Board; and,

WHEREAS, the premises located at 303 7th Street SE is within the boundaries of the ANC; and

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of the license; 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 shall manage and operate at the address, a place that is regularly used for the sale and service of prepared food and alcoholic beverages. The license shall have limited indoor seating of 15 patrons and outside (sidewalk) seating of 38 patrons. There will be no single container of beer under 20 ounces for off premise consumption. However, single containers of beer under 20 ounces can be sold for consumption at the location (on-premises sales)

3. **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:

Hours of Operation:

Inside Services

Monday – Saturday 7:00 a.m - 11:00 p.m.

Sundays - 8:00 am – 9:00 pm

Sidewalk Services

Monday through Thursday 7:00 a.m. - 10:00 p.m.

Friday and Saturday 7:00 a.m. - 11 :00 p.m.

Sundays 8:00 a.m. - 9:00 p.m.

Sales, Service and Consumption:

Inside Services

Monday through Saturday 9:00 a.m. - 11:00 p.m.

Sundays 9:00 a.m. - 9:00 p.m.

Sidewalk Services

Monday through Thursday 9:00 a.m. - 10:00 p.m.

Friday and Saturday 9:00 a.m. - 11 :00 p.m.

Sundays 9:00 a.m. - 9:00 p.m.

4. Floors Utilized and Occupancy. The Applicant will operate its establishment according to the occupancy indicated on the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs.
5. Sidewalk Cafe Applicant will operate its sidewalk cafe in accordance with the Public Space Management Branch Certification. Applicant will direct that its employees inspect the sidewalk cafe on a regular basis to ensure its cleanliness.
6. Noise, Odor, and Privacy. No objectionable noises, sounds, odors, or other condition" will be created by the Applicant. Noise will not exceed DC law limits measured at the property line of the property and for commercial zones 65 db (a) in the daytime and 60 db (a) at nighttime. There will be no amplified music played after 8pm Monday-Sunday. The applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with the applicant's operations (e .g., air conditioning unit, grease fan) -- including installing sound-mitigating insulating material around the equipment, if necessary -- to comply with D.C. regulations, prevent an increase in existing sound level conditions or the site, and abate noises objectionable to the residential neighbors.
7. **Public Splice and Trash.**
 - a. Applicant shall keep their entire property and the sidewalk (up to and including the curb). tree box(es), curb, and alley clean and free of liter, 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.

b. 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 shall ensure that no trash is placed outside the establishment other than in a fully-closed dumpster. Applicant shall ensure that the lids on all dumpsters are fully closed at all times. Applicant shall not place trash in its dumpster in any manner that would prevent the full closure of the dumpster. Applicant shall ensure that all dumpsters used are properly maintained and replaced when damaged.

c. Applicant shall ensure that all grease is placed in a secure well-maintained container inside the property where possible. Any grease leak shall be cleaned up promptly and all containers shall be properly maintained and replaced when damaged or leaking.

d. Applicant will ensure timely trash disposal that is the least disruptive to the neighbors. To that end, no glass shall be recycled or otherwise disposed after 10 p.m. or before 7 a.m. Any glass material needing to be recycled or otherwise disposed between 10 p.m and 7 a.m. shall be stored inside the Applicant's establishment until 7 a.m.

e. Commercial trash pick up in residential areas takes place between 7 a.m.-7 p.m. Applicant shall not allow for its trash to be picked up outside of those hours.

8. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall maintain property and take landscaping steps, such as removing thick ground cover, trimming bushes, closing rat holes, and using pumice stones where needed, to reduce habitat for rats and vermin. Applicant shall have the Establishment and the area around the Premises and its dumpsters properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation~ designating 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 providing an appropriate number of security officers, 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.
10. **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 LO liquor licensees.

11. Cancellation of previous Agreements. All other previous Voluntary or Settlement agreements are rendered null and void.

IN WITNESS WHEREOF, the Parties have affixed hereunto their signatures.

Applicant

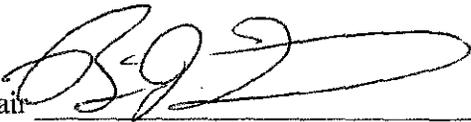
Radici Uno, LLC
DBA Radici (formerly The Silver Spork)
303 7th St SE
Washington, DC 20003

Owner A. Bridget Thibodeau Sasso print

A. Bridget Thibodeau Sasso sign

ANC

Advisory Neighborhood Commission 6B
921 Pennsylvania Ave SE
Ste 305
Washington, DC 20003
202-543-3344

Chair  11/12/14