

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

In the Matter of:)	
1218 Wisconsin Incorporated)	
t/a El Centro D. F.)	
Holder of a)	License No. ABRA-000604
Retailer's Class CT License)	Order No. 2014-100
at premises)	
1218 Wisconsin Avenue, N.W.)	
Washington, D.C. 20007)	
)	

1218 Wisconsin Incorporated, t/a El Centro D. F. (Licensee)

Ron Lewis, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2E

Pamla H. Moore, President, Citizen's Association of Georgetown (CAG)

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 1218 Wisconsin Incorporated, t/a El Centro D. F., (Licensee), ANC 2E and CAG have entered into a Settlement Agreement (Agreement), dated September 27, 2013, 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; Chairperson Ron Lewis, on behalf of ANC 2E; and Pamla H. Moore, on behalf of CAG, are signatories to the Agreement.

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Accordingly, it is this 26th day of March, 2014, **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;
1. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
2. Copies of this Order shall be sent to the Licensee, ANC 2E, and CAG.

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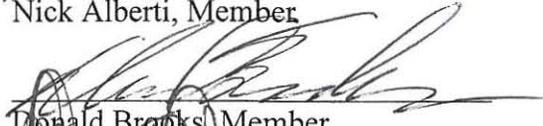
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



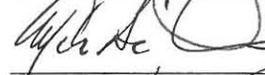
Nick Alberti, Member



Donald Brooks, Member



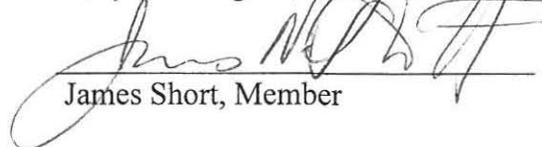
Herman Jones, Member



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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

SETTLEMENT AGREEMENT

This Settlement Agreement is made this 27th date of September _____, 2013, by and between Advisory Neighborhood Commission 2E ("ANC 2E"), the Citizen's Association of Georgetown ("CAG") and 1218 Wisconsin, Inc. t/a El Centro ("Applicant").

WHEREAS, Applicant is the holder of a Retailers License Class CT for premises located at 1218 Wisconsin Avenue, NW ("Establishment").

WHEREAS, ANC 2E, CAG and Applicant entered into a Voluntary Agreement dated December of 2001, which Agreement was amended by Amendment to Agreement dated February 4, 2011 and approved by Order of the Alcoholic Beverage Control Board dated February 16, 2011;

WHEREAS, the parties desire to enter into a new Agreement which more appropriately addresses the concerns of ANC 2E, CAG and residents while allowing the Applicant the flexibility to operate its business in a profitable manner.

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and agreements hereinafter set forth, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated by reference.
2. Operation of Outside Summer Garden. The parties acknowledge that the Applicant has a Summer Garden outside seating area behind the building which houses the Establishment, which Summer Garden area is part of applicant's licensed premises. Music in the Summer Garden area shall be limited to soft background music, which shall not be audible from Wisconsin Avenue or Prospect Street.
3. Closing of Windows. Applicant shall close at midnight and keep closed, until business opening the next day, the rear windows of the building which over look the Summer Garden. Likewise, the front windows overlooking Wisconsin Avenue shall be closed and kept closed at midnight.
4. Exiting the Establishment. Applicant, shall at all times, to the extent permitted by law, discourage patrons from exiting the rear of the Establishment through the existing parking lot on Prospect Street. Instead, through use of staff and stanchions, Applicant shall encourage guests exiting the establishment from the rear to exit through the alley to Wisconsin Avenue.
5. Pub Crawls and Promoters. Applicant shall not participate in pub crawls. Applicant shall not make use of "Outside Promoters". An "Outside Promoter" is defined as an individual who is not on Applicant's payroll or a business entity which is not controlled by Applicant or by Applicant's principles or employees.
6. Trash Storage and Removal. Applicant shall not permit trash, garbage or litter to be placed outside the premises in unprotected bags, or otherwise in any manner other than in the Establishment's dumpster or other trash containers. The dumpster or trash containers will be emptied at least six (6) days per week. Applicant shall at all times maintain the trash area clean and free of litter.
7. Conversion of License Class. Upon execution of this Agreement, and its approval by the Alcoholic Beverage Control Board, Applicant shall convert its current CT Tavern License to a CR Restaurant License. Applicant shall take all steps reasonably required by the staff of the Alcoholic Beverage Regulation Administration to finalize the change in License Class.

8. Final and Complete Agreement. This Agreement represents the full and complete Agreement between the parties. All prior Voluntary Agreements or Settlement Agreements between the parties shall be deemed terminated, and of no further force and effect, upon approval of this Agreement by the Alcoholic Beverage Control Board.

9. Counterparts. This Agreement may be executed, simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

APPLICANT:

1218 Wisconsin, Inc.

BY: Gregory L. Talbot
Print Name: Gregory L. Talbot
Title: President

ANC 2E

BY: Ron Lewis
Print Name: Ron Lewis
Title: CHAIR, ANC 2E

Citizen's Association of Georgetown

BY: Paula H. Moore
Print Name: Paula H. Moore
Title: PRESIDENT