

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

In the Matter of:

Daci Enterprises, LLC
t/a Dacha Beer Garden

Holder of a
Retailer's Class CT License

License No.: ABRA-092773
Order No.: 2016-535

at premises
1600 7th Street, N.W.
Washington, D.C. 20009

Daci Enterprises, LLC, t/a Dacha Beer Garden (Licensee)

Alexander M. Padro, Vice Chairperson, Advisory Neighborhood Commission (ANC) 6E

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

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Daci Enterprises, LLC, t/a Dacha Beer Garden (Licensee) and ANC 6E entered into a Settlement Agreement (Agreement), dated November 5, 2015, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated September 14, 2016, in accordance with D.C. Official Code § 25-446 (2001).

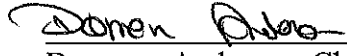
The official records of the Board reflect that the Parties have agreed to amend the Licensee's interior hours of operation and sales of alcoholic beverages.

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Vice Chairperson Alexander M. Padro, on behalf of ANC 6E, are signatories to the Amendment.

Accordingly, it is this 28th day of September, 2016, **ORDERED** that:

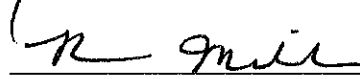
1. The above-referenced Amendment to Settlement Agreement, dated September 14, 2016, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the previous Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6E.

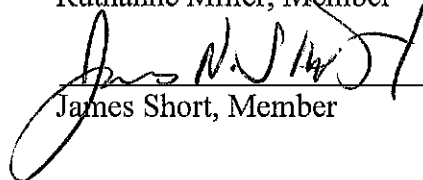
District of Columbia
Alcoholic Beverage Control Board


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).

**AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN DACI
ENTERPRISES, LLC T/A DACHA BEER GARDEN AND ADVISORY
NEIGHBORHOOD COMMISSION 6E**

This Amendment to Settlement Agreement ("Amendment") is made on this 14th day of September 2016, by and between DACI Enterprises, LLC t/a Dacha Beer Garden ("Licensee") and Advisory Neighborhood Commission 6E (the "ANC").

RECITALS

- a. The Licensee is a holder of a retailer's Class C Tavern License ("The Licensee") for a business establishment ("Establishment") located at 1600-02 7th Street, NW including adjacent public space and summer garden seating (the "Premises"); and
- b. The parties agreed to a Settlement Agreement dated November 5, 2015, which agreement was approved by the Alcoholic Beverage Control Board (the "Board") by Order on Settlement Agreement and Withdrawal of Protest of ANC 6E dated November 25, 2015;
- c. The Licensee has applied to increase its hours for the interior portion of the premises located in the building at 1602 7th Street, NW;
- d. In lieu of contested protest proceedings regarding the application for Substantial Change to expand the hours of the interior premises, the Parties wish to enter into this Amendment to Settlement Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions in the Settlement Agreement and set forth below, the Parties agree as follows:

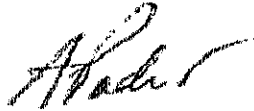
1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Amendment of Hours of Operation. Section 5 of the Settlement Agreement, Hours of Operation, is hereby amended by adding a Section 5.b. as follows:
 - b. Interior Hours. The Licensee's Hours of Operation and Services of alcoholic beverages for the interior portion of the Premises shall not exceed the following, except as otherwise restricted by law:
 - i. Sunday – Thursday: 7 am – 2 am
 - ii. Friday & Saturday: 7 am – 3 am
 - iii. The eve of holidays: 7 am – 3 am

Nothing herein shall prohibit the Licensee from seeking an extension of the hours of operation or sale for the interior portion of the premises for inauguration week, Holidays, or on such other dates or events as might be permitted by the laws of the District of Columbia.

3. Settlement Agreement Unaffected. Except as explicitly provided herein, the Settlement Agreement is not amended or modified and shall remain in full force and effect.

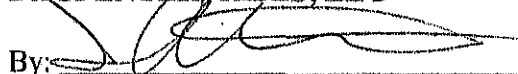
In consideration of the conditions listed above, and the conditions set forth in the Settlement Agreement, the ANC supports the Licensee's expansion of hours for the interior portion of the premises, pursuant to a vote to approve this Amendment at the Commission's duly noticed meeting on September 6, 2016, four in favor, one opposed, and no abstentions, with a quorum present.

ADVISORY NEIGHBORHOOD COMMISSION 6E



By: _____
Alexander M. Padro, Vice Chair

DACI ENTERPRISES, LLC



By: _____
Ilya Alter, Managing Member

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

In the Matter of:

Daci Enterprises, LLC
t/a Dacha Beer Garden

Holder of a
Retailer's Class DT License

License No. ABRA-092773
Order No. 2014-226

at premises
1600 7th Street, N.W.
Washington, D.C. 20009

Daci Enterprises, LLC, t/a Dacha Beer Garden (Licensee)

Alexander M. Padro, Chairperson, Advisory Neighborhood Commission (ANC) 6E

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Daci Enterprises, LLC, t/a Dacha Beer Garden (Licensee) and ANC 6E entered into a Settlement Agreement (Agreement), dated June 17, 2013, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated March 20, 2014, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the Licensee's hours of operation and sales of alcoholic beverages.

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Alexander M. Padro, on behalf of ANC 6E, are signatories to the Amendment.

Accordingly, it is this 21st day of May, 2014, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement, dated May 20, 2014, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the previous Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6E.

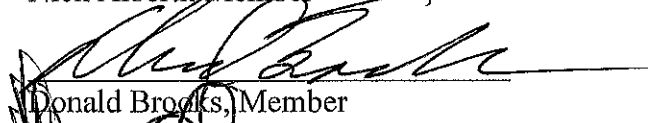
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



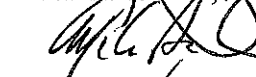
Nick Alberti, Member



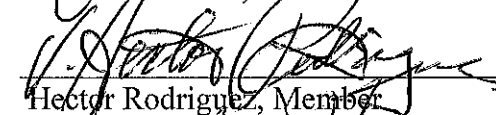
Donald Brooks, Member



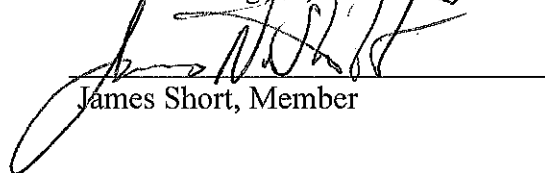
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 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).

**AMENDEDMENT TO AGREEMENT BETWEEN
DADI ENTERPRISES, LLC T/A DACHA BEER GARDEN
AND ADVISORY NEIGHBORHOOD COMMISSION 6E**

This Amendment to the Agreement between Dadi, LLC, t/a Dacha Beer Garden, hereinafter referred to as the "Applicant," "Licensee" or the "Establishment," and Advisory Neighborhood Commission 6E, hereinafter referred to as the "Commission," modifies the original agreement between the parties dated June 5, 2013. This Amendment is based on the approval of the conditions approved by Advisory Neighborhood Commission 6E at the Commission's public meeting on April 1, 2014, and is subject to approval by the District of Columbia Alcoholic Beverage Control Board (hereinafter referred to as the "Board"). The Establishment's Alcoholic Beverage Regulation Administration Number is 092773. The Licensee's Establishment is located at 1600 7th Street, NW, Washington, DC 20001.

The amended terms are as follows:

- 1) The establishment's hours of operation shall not exceed the following: Monday-Thursday, 7:00 AM to 10:30 PM; Friday, 7:00 AM to 11:59 PM; Saturday, 7:00 AM to 11:59 PM; Sunday, 7:00 AM to 10:30 PM. On Holidays, hours shall not exceed 7:00 AM to 11:59 PM.

The Commission approved these amendments to the Settlement Agreement under which this Establishment operates pursuant to a 4-2-0 vote to approve these terms at the Commission's duly-noticed meeting on April 1, 2014, with a quorum present.

DocuSigned by:

ILYA ALTER

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Ilya Alter
for Dadi Enterprises, LLC
t/a Dacha Beer Garden



Commissioner Alexander M. Padro, Chair
for ANC 6E

Date: May 20, 2014 _____

Date: May 20, 2014 _____

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

In the Matter of:

Daci Enterprises, LLC
t/a Dacha Beer Garden

Applicant for a New
Retailer's Class DT License

at premises
1600 7th Street, N.W.
Washington, D.C. 20001

License No. ABRA-092773
Order No. 2013-390

Daci Enterprises, LLC, t/a Dacha Beer Garden (Applicant)

Rachelle Nigro, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
6E

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON SETTLEMENT AGREEMENT

* The official records of the Alcoholic Beverage Control Board (Board) reflect that Daci Enterprises, LLC, t/a Dacha Beer Garden, Applicant for a new Retailer's Class DT license, located at 1600 7th Street, N.W., Washington, D.C., and ANC 6E have entered into a Settlement Agreement (Agreement), signed on June 17, 2013, 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 Rachelle Nigro, on behalf of ANC 6E, are signatories to the Agreement.

Accordingly, it is this 11th day of September, 2013, **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 modifications:

The second paragraph on page number 1 shall be removed.

Section 1 – The following sentence shall be modified to read as follows:

“A row of the tallest available mature bushes shall be installed and maintained in planters in public space, subject to issuance of a public space permit by the District Department of Transportation, at the south side of the property and along the public space at the west of the property in order to further reduce sound transmission.”

Section 3 – The following language shall be removed: "The Commission shall not consider any requests for additional hours of operation related to holidays. The Applicant agrees not to request such additional hours from the Board and ABRA. At the conclusion of the first season of operation, and no later than December 31, 2013, the Applicant and the Commission, through designated representatives, will meet with immediate residential neighbors to discuss any noise or other issues related to the Establishment's operation and potential remedial measures, including changes to hours of operation, that may be recommended to the Board as changes to the Establishment's license."

Section 7 – The following sentence shall be modified to read as follows:

“Three bathrooms, at least one of which shall be ADA compliant.”

Section 8 – The following sentence shall be modified to read as follows:

“Establishment shall ensure adjacent sidewalks are broom wept and hosed down daily to prevent accumulation of cigarette butts adjacent to the premises.”

Section 9 – The following sentence shall be modified to read as follows:

“Trash dumpster(s) shall be properly maintained so that they do not leak and close properly.”

Section 14 – This section shall be modified to read as follows: “The Applicant agrees to construct a permanent structure to house the

operations initially conducted in trailers, specifically the operations trailer and bathroom trailer, on the premises no later than May 1, 2015.”

Section 15 shall be removed.

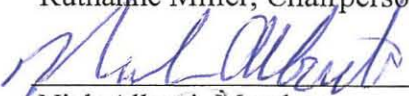
The parties have agreed to these modifications.

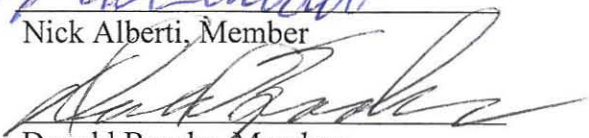
2. Copies of this Order shall be sent to the Applicant and ANC 6E.

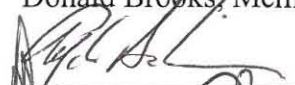
Daci Enterprises, LLC
t/a Dacha Beer Garden
License No. ABRA-092773
Page 3

District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Mike Silverstein, Member


Herman Jones, 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.

**AGREEMENT BETWEEN
DACHA ENTERPRISES, LLC T/A DACHA BEER GARDEN
AND ADVISORY NEIGHBORHOOD COMMISSION 6E**

This Agreement between Dachi, LLC, t/a Dacha Beer Garden, hereinafter referred to as the "Applicant," "Licensee" or the "Establishment," and Advisory Neighborhood Commission 6E, hereinafter referred to as the "Commission," establishes the conditions under which the Commission shall support the request for approval of stipulated and permanent Retail Class "D" Restaurant ABC Licenses, to be approved by the District of Columbia Alcoholic Beverage Control Board (hereinafter referred to as the "Board"), and issued by the District of Columbia Alcoholic Beverage Regulation Administration (hereinafter referred to as "ABRA"), ABRA Number to be determined, for the Licensee's establishment located at 1600 7th Street, NW, Washington, DC 20001.

The Applicant has agreed to a number of conditions under which the Commission shall support issuance of the requested ABC licenses. To the extent that any of these conditions is not allowed to be included in a voluntary or settlement agreement for Board or ABRA purposes, the Applicant agrees to meet its obligations under those provisions under a separate agreement to be signed between the Commission and the Applicant. Both the Applicant and the Commission agree that the terms of such an agreement shall contain any and all provisions ruled ineligible or unenforceable by the Board or ABRA and shall not be subject to any modifications without mutual consent.

The considerations and measures listed below are those that the Applicant and the Commission have agreed must be complied with and implemented in order for the Commission to support issuance of the ABRA license(s). All relevant and applicant provisions that are deemed allowable and enforceable by the Board shall be part of the final Board order regarding approval of the license. The Commission agrees that any provisions rejected by the Board shall be stricken from the version of the Agreement to be incorporated into the Board's final order.

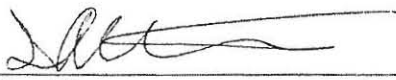
- 1) The sound of voices generated by the Establishment's customers are acknowledged to have the potential to disturb neighbors residing in buildings in proximity to the Establishment. In order to reduce the amount of sound that can be heard outside of the Establishment's premises, the Applicant agrees to undertake the following measures, at minimum: A 13 foot fence shall be constructed along the north and west property lines of the location to reduce transmission of noise from the Establishment that could potentially disturb adjacent residential neighbors. A three foot high vertical extension at the top of the operations trailer on the premises will be manufactured as an integral part of said trailer. A row of the tallest available mature lilac bushes shall be installed and maintained in planters in public space, subject to issuance of a public space permit by the District Department of Transportation, at the south side of the property and along the public space at the west of the property in order to further reduce sound transmission. The operations and bathroom trailers shall, to the extent practical, be manufactured in such as manner as to incorporate materials that can increase their ability to absorb sound. The bathroom trailers shall have automatic pneumatic closers, and shall utilize rubber or similar gaskets that, together, will serve to prevent banging sounds from being generated. The Licensee shall install signage in, on and around the bathroom trailer to discourage congregating and talking in the area adjacent to the bathroom trailers.
- 2) No music, live or recorded, will be allowed to be played at the Establishment at any time. There will be no musical performances, DJs, or amplified voices or sounds of any type on the premises. No dancing shall be allowed on the premises, by either entertainers or by patrons.
- 3) The establishment's hours of operation shall not exceed the following: Monday-Thursday, 4:00 PM to 10:30 PM; Friday, 4:00 PM to 11:59 PM; Saturday, 12:00 PM to 11:59 PM; Sunday, 12:00 PM to 10:30 PM. The Commission shall not consider any requests for additional hours of operation related to holidays. The Applicant agrees not to request such additional hours from the Board and ABRA. At the conclusion of the first season of operation, and no later than December 31, 2013, the Applicant and the Commission, through designated representatives, will meet with immediate residential neighbors to discuss any noise or

other issues related to the Establishment's operations and potential remedial measures, including changes to hours of operation, that may be recommended to the Board as changes to the Establishment's license.

- 4) The Applicant shall ensure that the build out of the Establishment maintains the spirit and aesthetic appearance presented in the renderings of the project provided to the Commission, as well as the level of service and quality in its operations, as presented to the Commission in writing.
- 5) The west fence, facing the alley, shall have a gate installed for removal of trash from the establishment's dumpsters, which shall be shared with the adjacent restaurant at 1602 7th Street, NW. Said fence shall also have an emergency exit with panic bar in order to discourage patron and employee access from the Establishment to the alley. A fence shall be installed at the rear of 1602 7th Street, NW, to restrict access to the parking area for the adjacent restaurant by unauthorized parties.
- 6) In order to prevent the generation of food cooking odors, all food served at the Establishment shall be cooked off premises and reheated on site prior to service. All food will be served on disposable plates and with disposable implements that have recycled or sustainable content and are biodegradable. All beverages will be served in glasses. No beverages will be served in cans or in glass bottles.
- 7) Three bathrooms, one ADA and two non-ADA, will be provided. Bathroom trailer shall be connected to city water and sewer service, not portable facilities that must be emptied and cleaned periodically. Bathrooms must be constructed to minimize noise, including slamming of doors.
- 8) No smoking shall be allowed on premises, and to the extent practical, the Establishment shall discourage employee and patron smoking in public space adjacent to the premises, especially the alley at the west of the site. Establishment shall ensure adjacent sidewalks are broom swept and hosed down daily, weather permitting, to prevent accumulation of cigarette butts adjacent to the premises.
- 9) Trash dumpster(s) shall be new and properly maintained so that they do not leak and close properly. Trash service will be provided as frequently as necessary to ensure that dumpster lids are closed at all times. The Licensee shall arrange for professional, licensed rodent control services on its property and at the rear of the adjacent building at 1602 7th Street, NW. Trash removal shall be conducted exclusively between the hours of 10:00 AM and 4:00 PM, Monday through Friday, and 12:00 PM and 4:00 PM on Saturday and Sunday. The Establishment shall take all necessary measures to ensure that adjacent sidewalks and alley are maintained clean and clear of all trash.
- 10) The Applicant shall provide, at minimum, one staff security officer/bouncer who shall, every 15 minutes during the Establishment's hours of operation, walk around the perimeter of the site, including the alley to the west. Applicant shall also engage a professional security company to provide, at minimum, four security cameras recording the entrances, side, and rear of the Establishment, and shall ensure that the recordings from said cameras are available to the Metropolitan Police Department and ABRA for a minimum of 30 days following the date of recording.
- 11) The Establishment's staff shall consist of trained waiters, bartenders, a manager on duty and a security guard/bouncer. Staff shall ensure adherence to the following standards: No tolerance for lack of ID or fraudulent IDs; No overserving of customers; Swift and discreet handling of customers who have overconsumed, including cleaning of any vomit outside of premises; No tolerance for leaving premises with beverages in hand.
- 12) The Establishment's maximum seated capacity shall be 100 persons, including staff.
- 13) The Licensee shall provide for the regular maintenance of the site during months when the Establishment is not in operation, including snow and trash removal, landscaping, and removal of graffiti.
- 14) The Applicant agrees to construct a permanent structure to house the operations initially conducted in trailers, specifically the operations trailer and bathroom trailer, on the premises no later than May 1, 2015, or the establishment shall not operate thereafter. The Applicant shall submit to the Commission written approval from the property owner authorizing the construction of such a structure. The Applicant shall submit to the Commission documentation from the District of Columbia Department of Consumer and Regulatory Affairs and the District of Columbia Office of Planning, Historic Preservation Division, indicating that such a structure could be constructed. Said documentation from the landlord and District government agencies shall be submitted to the Commission within 45 days of the execution of this Agreement. The Licensee shall present plans for the permanent structure to both the Commission and adjacent neighbors and seek their suggestions and approval, which shall not be unreasonably denied.

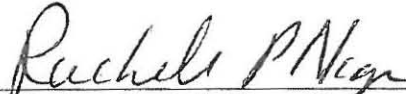
- 15) Prior to approval of renewal of the Establishment's license, the Licensee and the Commission shall meet to review all aspects of the Establishment's operations and, if necessary, modify and submit a revised agreement to the Board and ABRA.

In consideration of the conditions listed above, Advisory Neighborhood Commission 6E shall support the application for stipulated and permanent Retail Class "D" Restaurant ABC Licenses, pursuant to a 4-3-0 vote to approve the terms of this Agreement at the Commission's duly-noticed meeting on June 5, 2013, with a quorum present.



Ilya Alter
for Daci Enterprises, LLC
t/a Dacha Beer Garden

Date: 6/12/2013



Commissioner Rachelle Nigro, Chair
for ANC 6E

Date: 6-17-13

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

In the Matter of:

Daci Enterprises, LLC
t/a Dacha Beer Garden

Applicant for Substantial Change
(Class Change, Expansion, and Entertainment
Endorsement)
to a Retailer's Class DT License

at premises
1600 7th Street, N.W.
Washington, D.C. 20001

Case No. 15-PRO-00071
License No. ABRA-092773
Order No. 2015-550

Daci Enterprises, LLC, t/a Dacha Beer Garden (Applicant)

Alexander M. Padro, Vice Chairperson, Advisory Neighborhood Commission (ANC) 6E

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 6E**

The Application filed by Daci Enterprises, LLC, t/a Dacha Beer Garden, for a Substantial Change to change its Class from a Retailer's Class DT License to a Retailer's Class CT License, to include an Entertainment Endorsement, and to include an interior three-story restaurant and second floor terrace with a total of a 600 occupancy, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on August 17, 2015, and Protest Status Hearing on September 16, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6E have entered into a Settlement Agreement (Agreement), dated November 5, 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 Vice Chairperson Alexander M. Padro, on behalf of ANC 6E, are signatories to the Agreement.


This Agreement constitutes a withdrawal of the Protest filed by ANC 6E.

Accordingly, it is this 25th day of November, 2015, **ORDERED** that:

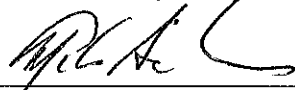
1. The Application filed by Daci Enterprises, LLC, t/a Dacha Beer Garden, for a Substantial Change to change its Class from a Retailer's Class DT License to a Retailer's Class CT License, to include an Entertainment Endorsement, and to include an interior three-story restaurant and second floor terrace, located at 1600 7th Street, N.W., Washington, D.C., is **GRANTED**, except for the following modifications and conditions:
 - a) The Applicant shall limit the number of patrons to a total of a 500;
 - b) By March 1, 2016, the Applicant shall install sound absorptive material and barriers to contain sound levels. The sound levels outside the Premises should not be higher than those allowed by the Noise Ordinance; and
 - c) Section 10 (Outdoor Vegetation) – This Section shall be removed.
2. The Protest of ANC 6E in this matter is hereby **WITHDRAWN**;
3. The Applicant's request for a Summer Garden outdoor terrace adjacent to the second floor of 1602 7th Street, N.W., which was to extend over the Summer Garden at 1600 7th Street, N.W; is hereby **WITHDRAWN**;
4. The above-referenced Settlement Agreement, dated November 5, 2015, submitted by the parties to govern the operations of the Applicant's establishment now modified, is **APPROVED** and **INCORPORATED** as part of this Order;
5. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
6. Copies of this Order shall be sent to the Applicant and ANC 6E.

District of Columbia
Alcoholic Beverage Control Board

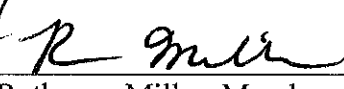
Donovan Anderson, Chairperson



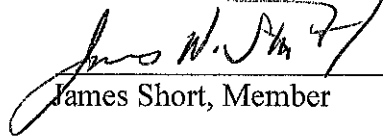
Nick Alberti, Member



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).

**SETTLEMENT AGREEMENT BETWEEN
DACI ENTERPRISES, LLC T/A DACHA BEER GARDEN AND
ADVISORY NEIGHBORHOOD COMMISSION 6E**

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this fifth day of November, 2015, by and between DACI Enterprises, LLC t/a Dacha Beer Garden ("Licensee") and Advisory Neighborhood Commission 6E (the "ANC"). This agreement establishes the updated conditions for Licensee's operation under ABRA License Number 092773 ("License") and under which the ANC shall support the Licensee's request for approval of changes to its License related to expansion of its operation to 1602 7th Street NW ("Restaurant").

RECITALS

- a) The Licensee has applied for approval of a substantial change in operation to its Retailer Class D Tavern License (the "License") for a business establishment ("Establishment") located at 1600 7th ST NW ("Beer Garden") and adjacent public space and expansion into the adjoining 1602 7th ST NW ("Restaurant"), Washington, D.C. (collectively the "Premises"); and,
- b) The Licensee desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of the Establishment on the peace, order, quiet, pedestrian safety, and real property values on the surrounding community; and,
- c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns,
- d) The Licensee has agreed to a number of changes to conditions under which the ANC shall support Licensee's continued operation at 1600 7th Street NW and expansion to the adjoining 1602 7th Street NW.
- e) The below conditions shall replace in their entirety conditions stipulated in the Settlement Agreement signed by the Licensee and the ANC on June 17, 2013 and approved by the District of Columbia Alcohol Beverage Control Board (hereafter referred to as the "Board") by the Board's Order Number 2013-390 and as later amended by the Board's Order Number 2014-226.
- f) The considerations and measures listed below are those that the Licensee and the ANC have agreed must be complied with and implemented in order for the ANC to support approval of the requested substantial change. All relevant and Licensee provisions that are deemed allowable and enforceable by the Board shall be part of the final Board order regarding approval of the license. The ANC agrees that any provisions rejected by the Board shall be stricken from the version of the Agreement to be incorporated into the Board's final order.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. The Licensee will manage and operate a Class C Tavern that may include Summer Garden Areas and a Sidewalk Cafe located at 1600 and 1602 7th ST NW, 20001.
3. Indoor Noise Emanating from Interior Operations. Licensee shall undertake such measures as are reasonably necessary to prevent unreasonable disturbance to occupants of nearby residential properties and to prevent noise or vibration from emanating from the Establishment, including noise from patrons entering or exiting the interior of the establishment. Licensee agrees that no speakers will be installed such as to enhance projection of sound onto the outside areas. Except for the food window to the beer garden, windows facing the beer garden shall remain closed. Once the interior facility is operating, doors shall remain closed, except as is necessary for patrons and staff to enter and exit the indoor premises.
4. Outdoor Terrace. The request for approval of a summer garden outdoor terrace adjacent to the second floor of 1602 7th Street, NW, which was to extend over the summer garden at 1600 7th Street, NW, is hereby deemed withdrawn.
5. Hours of Operation.
 - a. Outdoor Hours. Licensee agrees that upon expiration of the below hours of operation, no patron may remain in any outdoors area of the Premises. Licensee's outdoor hours will not exceed the following:
 - i. Sunday through Thursday 7:00AM – 10:30PM
 - ii. Friday and Saturday 7:00AM – 12:00 AM
 - iii. Holidays 7:00AM – 12:00 AM
6. Capacity. The Licensee agrees that the total occupancy of the establishment shall not exceed 500 patrons: 250 patrons in the interior and 250 patrons in the outdoor area. After December 1, 2016, the Licensee shall maintain, during hours of operation of the Beer Garden, seating for at least 200 patrons. Bench seating shall be calculated in accordance with the building code requirements of eighteen inches (18") per patron. Licensee shall not remove seating from the Beer Garden to create additional standing room for patrons.
7. Valet Parking. The Licensee agrees to provide valet parking to persons patronizing the interior Restaurant.

8. Outdoor Noise Mitigation. By March 1, 2016, the Licensee shall install sound absorptive materials and barriers to maintain sound levels at no higher than those allowed by the Noise Ordinance outside of the Premises after 9 PM, in accordance with analysis and recommendations of Licensee's acoustical engineering firm, Miller, Beam & Paganelli, Inc. ("MBP"). The materials and barriers will include:

- a. A sound-insulated fence, running parallel to the western property line of the lots on 1600 and 1602 7th Street, NW from the northern boundary of the 1602 lot extending South to abut the sidewalk on Q Street; and
- b. A covering above the bar area of the Beer Garden, the underside of which will contain significant sound absorptive materials;

Upon conclusion of the installation of the advised materials, MBP will certify correct installation of appropriate materials reasonably consistent with their recommendations.

9. Signage. Licensee shall post one or more signs in the outdoor seating area reminding patrons there are nearby residences, and the need to keep voices at low volumes.
10. Outdoor Vegetation. The Licensee agrees to maintain existing vegetation in order to minimize noise and seclusion of Licensee's outdoor operations from nearby residences. Licensee agrees to increase vegetation on the rear.
11. No Outdoor Music. No music, live or recorded, will be played in any outdoor space at any time except personal music players, such as mp3 players, through headphones. There will be no musical performances, DJs, or amplified voices in any outdoor space at any time. No speakers will be installed or operated in outdoor spaces.
12. Egress from Interior Premises. After the permitted hours for outdoor operations contained in Section 5, patrons shall be directed to exit the interior restaurant through the 7th Street entrance and shall not be permitted to exit through the summer garden area on Q Street, except in the event of emergency.
13. Indoor Entertainment Endorsement Entertainment. Applicant may offer entertainment in the indoor premises, including trivia nights, bingo, comedy, karaoke and a DJ. Applicant shall not offer facilities or move furniture to accommodate dancing, and shall not market or promote the business as one where dancing is featured, encouraged or offered. Live music shall not be offered in the premises after 6 p.m., except at no more than twelve (12) private events (not open to the general public) in a calendar year. Applicant will maintain a log identifying the dates of private events occurring after 6 p.m. during which live music is played and shall make such log available upon request by ABRA investigators and representatives.
14. Kitchen Odors. The kitchen shall be ventilated up to the highest roof of the establishment and directed upwards.

15. Public Space. Licensee shall keep the sidewalk adjacent to the premises (up to and including the curb), tree boxes and alley adjacent to the premises free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Licensee shall monitor these areas daily for refuse and other materials. The Licensee shall take all necessary measures to keep sidewalks and alley clean and clear of snow and ice. In order to promote a clean and orderly public space, the Licensee shall maintain landscaping of all tree boxes along the perimeter of the Licensee's establishment.
16. Smoking. No smoking shall be allowed on premises, and to the extent practical, the Licensee shall discourage smoking in public space adjacent to the premises, especially the alley at the west of the site. Licensee shall also provide cigarette urns and cigarette butt receptacles wherever patrons gather to smoke.
17. Trash and Recycling. Licensee will contract with a trash and recycling contractor to provide container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed at all times when waste is not being disposed. The Licensee shall require its trash and recycling contractors to pick up trash and materials not earlier than 9:00 a.m. and no later than 9:00 p.m. Licensee's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner that creates noise audible outside of the premises after 10:00 p.m.
18. Rat and Vermin Control. Licensee will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
19. Staff and Patrons. Licensee shall take reasonable steps to prevent its patrons from causing excessive noise or disturbances inside, in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing. The Licensee's staff shall consist of trained waiters, bartenders, a manager on duty and a security guard. Staff shall ensure adherence to the following standards: No tolerance for lack of ID or fraudulent IDs; No over-serving of customers; Swift and discreet handling of customers who have over-consumed, including cleaning of any vomit outside of premises; Licensee shall not knowingly allow patrons removal of beverages from the premises.
20. Parking and Deliveries. To minimize disruption of Department of Public Works residential trash pick-ups, licensee shall use commercially reasonable efforts to schedule deliveries and trash and recyclables pick-ups, currently scheduled on Tuesdays and Fridays.
21. Security Cameras. Applicant shall install and maintain, at minimum, four security cameras recording the entrances, side and rear of the Establishment, and shall ensure that the recordings from said cameras are available to the Metropolitan Police Department and ABRA for a minimum of 30 days following the date of recording.

22. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have seven (7) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 24 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach that reasonably requires more than seven (7) days to cure, efforts to cure the breach have not been commenced—for filing a complaint with ABRA. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent via U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Licensee: Dacha Beer Garden
 1600 7th Street NW
 Washington, DC 20001

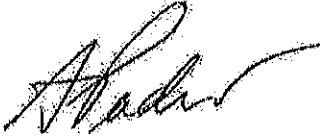
If to the ANC: Advisory Neighborhood Commission 6E
 PO Box 26182
 LeDroit Park Station
 Washington, DC 20001

Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

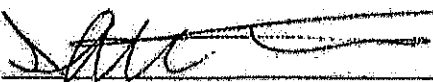
23. Construction. Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 6E does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.

In consideration of the conditions listed above, Advisory Neighborhood Commission 6E supports the Licensee's continued operation at 1600 7th Street NW and expansion to the adjoining 1602 7th Street NW, pursuant to a vote to approve the terms of this Agreement at the Commission's duly noticed meeting on November 3, 2015 with a quorum present.

ADVISORY NEIGHBORHOOD COMMISSION 6E

By: 
Alexander M. Padro, Vice Chair

DACI ENTERPRISES, LLC

By: 
Signatory



Advisory Neighborhood Commission 1C

PO Box 21009, NW, Washington, DC 20009

www.anc1c.org

Representing Adams Morgan



Commissioners:

Julle Seiwel (1C01)

October 7, 2015

Hector Huezo (1C02)

Ted Guthrie (1C03)

Ms. Ruthanne Miller

Chairperson, Alcoholic Beverage Control Board

Gabriela Mossi (1C04)

2000 14th Street NW, Suite 400S

Alan Gambrell (1C05)

Washington, DC 20009

Billy Simpson (1C06)

Wilson Reynolds (1C07)

Re: ABRA 100236

JonMarc Buffa (1C08)

A Little Mouthful, LLC, d/b/a Red White & Basil

Dear Chairperson Miller:

At a duly noticed public meeting held on October 7, 2015, with a quorum of Commissioners present, ANC 1C passed a resolution by a vote of 8-0-0 to affirm the Settlement Agreement reached with A Little Mouthful, LLC, d/b/a Red White & Basil, attached hereto, and to agree to a stipulated license for said applicant during the remainder of the protest period.

Please let me know if there's anything further you need in this matter.

Sincerely,

Ted Guthrie

ANC 1C

Chair, ABC/Public Safety Committee