

**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:

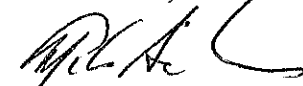
1. The Application filed by Daci Enterprises, LLC, t/a Dacha Beer Garden, for a Substantial Change to change its Class from a Retailer's Class DT License to a Retailer's Class CT License, to include an Entertainment Endorsement, and to include an interior three-story restaurant and second floor terrace, 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



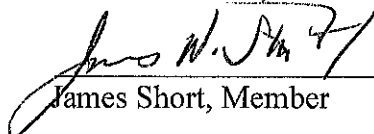
Nick Alberti, Member



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.

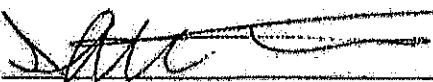
In consideration of the conditions listed above, Advisory Neighborhood Commission 6E supports the Licensee's continued operation at 1600 7th Street NW and expansion to the adjoining 1602 7th Street NW, pursuant to a vote to approve the terms of this Agreement at the Commission's duly noticed meeting 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 Huevo (1C02)

Ted Guthrie (1C03)

Ms. Ruthanne Miller
Chairperson, Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

Gabriela Mossi (1C04)

Alan Gambrell (1C05)

Billy Simpson (1C06)

Wilson Reynolds (1C07)

Re: ABRA 100236
A Little Mouthful, LLC, d/b/a Red White & Basil

JonMarc Buffa (1C08)

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