

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

**In the Matter of:**

Kiss, LLC  
t/a Kiss Tavern

Applicant for a New  
Retailer's Class CT License

at premises  
637 T Street, N.W.  
Washington, D.C. 20001

Case No.: 17-PRO-00004  
License No.: ABRA-104710  
Order No.: 2017-151

Kiss, LLC, t/a Kiss Tavern (Applicant)

Anita Norman, Commissioner, Advisory Neighborhood Commission (ANC) 1B

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Mafara Hobson, Member  
Jake Perry, Member

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 1B'S PROTEST**

The Application filed by Kiss, LLC, t/a Kiss Tavern (Applicant), for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 6, 2017, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 1B entered into a Settlement Agreement (Agreement), dated March 2, 2017, 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 Commissioner Anita Norman, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B.

Accordingly, it is this 29th day of March, 2017, **ORDERED** that:

1. The Application filed by Kiss, LLC, t/a Kiss Tavern, for a new Retailer's Class CT License, located at 637 T Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;
3. 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:

Section 2 (Hours of Operation and Sales) – This Subsection shall be modified to read as follows: “Hours of Operation and Sales: Establishment's permitted hours of operation, and selling, serving, and consuming alcohol shall comply with the hours listed on its ABC License. The Applicant shall be permitted to utilize the additional holiday hours for indoor operation only.”

Subsection 3(c) (Noise) – This Subsection shall be modified to read as follows: “Applicant agrees to keep its doors closed when music is being played inside the establishment but may open its window panels during such times, provided that the music is not audible beyond the street curbside.”

Subsection 3(d) (Noise) – This Subsection shall be modified to read as follows: “Applicant shall post a visible sign at each exit advising patrons and guests to depart quietly in accordance with D.C. Official Code § 22-1321. Applicant shall receive deliveries only between 9:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.”

Subsections 3(e) and 3(f) (Noise) – In these Subsections, all references to “summer gardens and/or rooftop decks” shall be removed.

Subsection 6(a) (Security) – This Subsection shall be modified to read as follows: “Applicant shall develop and submit to ABRA a detailed security plan, in accordance with D.C. Official Code § 25-402(d)(3), that addresses issues surrounding queuing, security guards, and security cameras.”

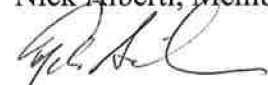
The parties have agreed to these modifications.

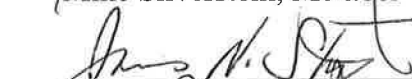
4. Copies of this Order shall be sent to the Applicant and ANC 1B.

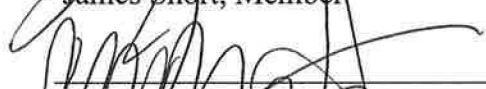
District of Columbia  
Alcoholic Beverage Control Board


  
Donoyan Anderson, Chairperson

  
Nick Alberti, Member

  
Mike Silverstein, Member

  
James Short, Member

  
Mafara Hobson, Member

  
Jake Perry, 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 14<sup>th</sup> 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 Concerning Issuance of  
License ABRA-104710 to  
KISS Tavern, t/a KISS  
637 T St. N.W.**

THIS AGREEMENT, made and entered into March 2, 2017, by and between KISS Tavern, LLC, t/a KISS Tavern ("Applicant") and ANC 1B ("ANC 1B01") witnesses.

**RECITALS**

WHEREAS, the Applicant has filed an application for a License Class Tavern (CT), License # ABRA-104710 for a business establishment located at 637 T Street N.W. ("Establishment"); and the application is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration ("Board"); and

WHEREAS, in recognition of the Board's policy of encouraging parties to a liquor licensing proceedings to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include this agreement as a formal condition of its application, and (2) ANC will agree to the issuance of the provided that such an agreement is incorporated into the Board's order issuing the license, which license is conditioned upon compliance with this agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment:

- a. The Applicant will operate and manage a CT Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.
- b. The Establishment shall have a maximum occupancy according to C of O and approved by ABRA. Applicant shall post its Certificate of Occupancy in public view at all times.

2. Hours of Operation and Sales: Establishment's permitted hours of operation, and selling, serving, and consuming alcohol, shall be as follows:

a. Hours of Operation:

<b>Day</b>	<b>Not Earlier Than</b>	<b>Not Later Than</b>
<b>Sunday</b>	8:00 a.m.	2:00 a.m.
<b>Monday</b>	8:00 a.m.	2:00 a.m.
<b>Tuesday</b>	8:00 a.m.	2:00 a.m.
<b>Wednesday</b>	8:00 a.m.	2:00 a.m.
<b>Thursday</b>	8:00 a.m.	2:00 a.m.
<b>Friday</b>	8:00 a.m.	3:00 a.m.
<b>Saturday</b>	8:00 a.m.	3:00 a.m.

b. Hours of Selling, Serving, and Consuming Alcohol:

<b>Day</b>	<b>Not Earlier Than</b>	<b>Not Later Than</b>
<b>Sunday</b>	11:00 a.m.	2:00 a.m.
<b>Monday</b>	11:00 a.m.	2:00 a.m.
<b>Tuesday</b>	11:00 a.m.	2:00 a.m.
<b>Wednesday</b>	11:00 a.m.	2:00 a.m.
<b>Thursday</b>	11:00 a.m.	2:00 a.m.
<b>Friday</b>	11:00 a.m.	3:00 a.m.
<b>Saturday</b>	11:00 a.m.	3:00 a.m.

c. Hours of Operation and Sales in Sidewalk Café/Summer Garden:

<b>Day</b>	<b>Not Earlier Than</b>	<b>Not Later Than</b>
<b>Sunday</b>	11:00 a.m.	11:00 p.m.
<b>Monday</b>	11:00 a.m.	11:00 p.m.
<b>Tuesday</b>	11:00 a.m.	11:00 p.m.
<b>Wednesday</b>	11:00 a.m.	11:00 p.m.
<b>Thursday</b>	11:00 a.m.	11:00 p.m.
<b>Friday</b>	11:00 a.m.	12:00 a.m.
<b>Saturday</b>	11:00 a.m.	12:00 a.m.

d. Hours of Live Entertainment:

<b>Day</b>	<b>Not Earlier Than</b>	<b>Not Later Than</b>
<b>Sunday</b>	4:00 p.m.	2:00 a.m.
<b>Monday</b>	4:00 p.m.	2:00 a.m.
<b>Tuesday</b>	4:00 p.m.	2:00 a.m.
<b>Wednesday</b>	4:00 p.m.	2:00 a.m.
<b>Thursday</b>	4:00 p.m.	2:00 a.m.
<b>Friday</b>	4:00 p.m.	3:00 a.m.
<b>Saturday</b>	4:00 p.m.	3:00 a.m.

- e. Applicant shall be permitted to apply to ABRA for additional holiday hours for indoor operation only.

3. Noise:

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. Applicant shall take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises, including, but not limited to, making architectural modifications to the Establishment.
- c. Applicant agrees to keep its doors and windows closed when music is being played at the establishment; but, the Applicant may open its window panels seasonally, provided that the music is not audible beyond the street curbside
- d. Applicant shall post a visible sign at each exit advising the necessity of quiet departure, per DCMR §22-1321 (“disorderly conduct” and “rowdiness”), Applicant shall receive deliveries only between 9:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.

- e. Applicant will ensure no temporary or permanent speakers will be present on or in the [sidewalk café and summer garden]. Applicant will restrict patrons from using electronic devices as speakers to play music. Applicant agrees not to have any live or recorded music or entertainment on or in the sidewalk café and summer garden. Applicant agrees to post signage notifying patrons that business is located in residential area and request patrons to be respectful.
- f. No entertainment will be provided outside the property. No entertainment will be provided on the rooftop.

4. Trash and Odors:

- a. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in containers that are impervious to vermin, leaks, and odors.
- b. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- c. Applicant shall arrange for trash and recycling collection a minimum of [3] times per week
- d. Applicant will be required to use trash bags for disposal of trash, recyclable material, bottles, and cans and to place such bags in dumpsters as to prevent noise from disruption of residents. The applicant will not “dump” trash, recyclable material, bottles, and cans directly into dumpsters.
- e. Applicant shall keep the exterior of the Establishment free of litter, bottles, chewing gum, trash, and other debris, and shall power wash outdoor areas where trash, recyclable materials, and grease are stored.

5. Rat and Vermin Control:

- a. Applicant shall make reasonable efforts to prevent rodents and other pests, including exterior sources of food, standing water, and shelter locations. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of [4] per quarter and shall maintain recommended pest control measures, once a month.

6. Security:

- a. Applicant shall develop and submit to ABRA a detailed security plan that addresses issues surrounding queuing, security guards, and security cameras.
- b. The License shall participate in the ABC Board/ Metropolitan Police Department Reimbursable Detail Program, whereby police officers will be assigned to patrol the immediate environs of the Premises from 11:30 pm to 3:30 am on Friday and Saturday nights; provided, that in the event that the License shall avail itself of the ABC Board's Holiday Extension of Hours program (whereby, licensed establishment may remain open until 4:00 am), on all such occasions, the Reimbursable Detail program shall operate from 12:30 am to 4:30 am. The License shall emphasize to the assigned police officers, on a nightly basis, that their priority is to maintain peace, quiet and order in the immediate environs of the Premises. The Reimbursable Detail requirement shall expire on April 2019, unless sooner renewed or extended by the parties hereto. In the event that the Licensee intends to discontinue its use of the Reimbursable Detail pursuant to the immediately forgoing sentence, the Licensee shall afford the ANC sixty (60) days advance written notice of such intention.
- c. The Applicant shall ensure that (i) The cameras utilized by the establishment are operational; (ii) Any footage of a crime of violence or a crime involving a gun is maintained for a minimum of 30 days; and (iii) The security footage is made available within 48 hours upon request of ABRA or MPD.
- d. The Licensee shall direct patrons who seek to depart the Premises for the purposes of smoking to use the side (Florida Ave. N.W.) door of the Premises.
- e. The Licensee will not make its premises available to non-employee promoters for presentation of advertised "parties" or "events" intended to generate profit for such promoters. However, such latter restriction shall not preclude the Licensee from closing its premises to the general public from time to time in order to accommodate invitation only private functions.
- f. Applicant shall not use any outside 3<sup>rd</sup> party promoters in any aspect of its business. (For purposes of sections e. and f., it is the intention of the ANC 1B01 to ensure the Applicant remains in full control of his establishment and remains on the premises at all times so that such promoter does not become the operator.)



- g. All bartenders employed by the Applicant shall be certified as having completed an "Alcohol Awareness Training" program recognized by the Alcoholic Beverage Regulation Administration.

7. Parking:

- a. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity.
- b. Applicant shall encourage patrons attending events on the premises to arrive and depart the establishment by foot, "vehicles for hire", or public transportation. The Applicant shall enter into contract with at least one nearby public parking facility in order to provide for off-street parking.

8. Signage:

- a. No flashing signs.

8. Compliance with Regulations:

Applicant shall comply with regulation of the Board, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.

9. Binding Effect:

This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

10. Agreement Available Upon Demand:

A copy of this Settlement Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

11. Notices:

- a. Notices shall be provided by email, U.S. Mail or hand-delivery as follows:

If to ANC:

Advisory Neighborhood Commission 1B  
2000 14th St., NW, Suite 100B  
Washington, DC 20009  
1b@anc.dc.gov

If to Applicant:

KISS Tavern LLC, t/a KISS  
637 T St. N.W.  
Washington, DC 20001

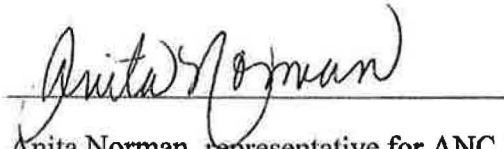
WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to aforementioned covenants and ANC agrees to the issuance of the Class Tavern license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the Board's order issuing a Class Tavern license, the issuance of which is conditioned upon compliance with this Settlement Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

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

**ANC:**

Advisory Neighborhood Commission 1B



Anita Norman, representative for ANC 1B

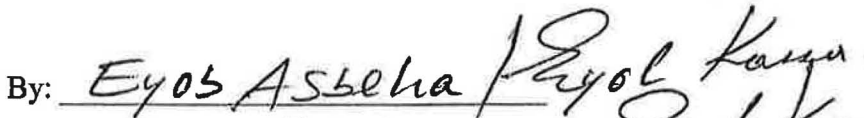
Date Signed: 3/10/2017

\_\_\_\_\_  
James Turner, Chair, ANC 1B

Date Signed: \_\_\_\_\_

**APPLICANT:**

KISS Tavern, LLC, t/a KISS

By: 

Print Name/Title: EYOB ASBEHA *Paul Kuma/owner*

Date Signed: 03/10/17