

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

In the Matter of:)	
)	
Pacifico on Eight, LLC)	
t/a Pacifico)	
)	
Holder of a)	
Retailer's Class CR License)	License No. ABRA-086033
)	Order No. 2013-567
at premises)	
514 8th Street, S.E.)	
Washington, D.C. 20003)	

Pacifico on Eight, LLC, t/a Pacifico (Licensee)

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

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

**ORDER ON SETTLEMENT AGREEMENT AND AMENDMENT TO
SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Pacifico on Eight, LLC, t/a Pacifico (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated May 19, 2013, that governs the operation of the Licensee's establishment. The Agreement was approved by the Board with modifications. The Parties then submitted an Amendment to Settlement Agreement (Amendment), dated July 9, 2013, approving and incorporating the Board's requested modifications.

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

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t/a Pacifico
License No. ABRA-086033
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Accordingly, it is this 20th day of November, 2013, **ORDERED** that:

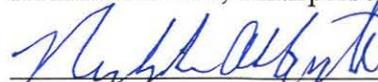
1. The above-referenced Settlement Agreement and Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment are **APPROVED** and **INCORPORATED** as part of this Order;
2. These Settlement Agreement and Amendment to Settlement Agreement replace and supersede all previous Settlement Agreements between the Parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

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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

Pursuant to D.C. Official Code § 25-433, 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.

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement ("Agreement") is made this 9th day of July 2013 by and between Pacifico on Eight LLC ("Applicant") and Advisory Neighborhood Commission 6B ("ANC 6B").

WITNESSETH

WHEREAS, Applicant is the current owner and operator of an ABC-licensed establishment located at 514 8th Street SE, Washington, DC 20003, and

WHEREAS, ANC 6B and the Applicant entered into an Agreement dated May 2013, and

WHEREAS, It has come to the attention of ANC 6B that the ABC Board has approved the aforementioned Settlement Agreement with modification, and

WHEREAS, to bring the Settlement Agreement in line with the Board's modifications, the parties must agree to an Amendment to the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Clarification of Date.** The date of the Agreement is amended to read May 9, 2013, to reflect the date the new Agreement was signed.
3. **Nature of the Business.** The first and second sentences of Paragraph 2, **Nature of the Business**, are amended to read: "The Applicant shall manage and operate at the address a place that is regularly used for the sale and service of prepared food and alcoholic beverages. The Premises shall have indoor seating for 75 patrons and outside seating for 30 patrons in the sidewalk cafe and 65 patrons in the roof-top Summer Garden."
4. **Noise and Privacy.** The third sentence of Paragraph 7, **Noise and Privacy**, is amended by deleting the word "seasonally."
5. **Rat and Vermin Control.** Paragraph 9, **Rats and Vermin Control**, should be deleted and amended by inserting, "The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are no garbage and odors present the following morning."
6. **Previous Agreements.** This Agreement is hereby amended to reflect the fact that it supersedes all previous Voluntary Agreements or Settlement Agreements between the parties.
7. **Agreement Otherwise in Full Force and Effect.** Except as otherwise explicitly provided herein, the most recent Agreement shall remain in full force effect and the Agreement and this Amendment shall constitute the agreement between the parties. The Agreement and Amendment may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

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

APPLICANT:

Xavier Carrera

By: [Signature]

Date: 11-5-13

ANC 6B

[Signature]

By: [Signature]

Brian Flahaven, Chair

Date: 11/7/13

SETTLEMENT (COOPERATIVE) AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this ___ day of May 2013, by and between Pacifico on Eight LLC, t/a Pacifico ("Applicant"), and Advisory Neighborhood Commission 6B ("ANC"), (Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for a license for premises, 514 8th Street SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "C" Restaurant Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant will manage and operate a CR license at the listed address. The license shall have indoor seating for 75 patrons and outside seating for 30 patrons in the sidewalk café and 65 patrons in the roof-top summer garden.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation and sales shall be as follows:
 - i. ***Inside the Premises***
 1. Sunday 10:00 a.m. – 1:00 a.m.
 2. Monday through Thursday 8:00 a.m. – 1:00 a.m.
 3. Friday and Saturday 8:00 a.m. – 2:00 a.m.
 - ii. ***Sidewalk Café and Summer Garden***
 1. Sunday 10:00 a.m. – 1:00 a.m.
 2. Monday through Thursday 8:00 a.m. – 11:00 p.m.
 3. Friday and Saturday 8:00 a.m. – 1:00 a.m.

Provided that on Cinco de Mayo, May 5th, the Applicant may operate (including sales and consumption) for one (1) hour later than the hour designated.

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment according to the occupancy indicated on the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs. Entry to the roof top will be from stairs inside the Establishment's first floor.
5. **Sidewalk Café.** Applicant will operate its sidewalk café in accordance with the Public Space Management Branch Certification. The sidewalk café must maintain proper spacing (10 feet from the curb and 6 feet from a tree box) to allow for adequate pedestrian passage on the sidewalk. Any A-frame ("sandwich board") or other type of free standing advertising must have a Public Space Permit and be kept off the pedestrian portion of the sidewalk. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness.
6. **Parking.** Applicant understands that parking in this area is problematic and that nearby residents frequently are unable to find parking spaces near their homes because all parking spaces in their immediate area are filled with customers of the establishments on Barracks Row. Applicant will respect residents living nearby and alleviate additional parking problems by:
 - b. Encouraging its employees to use public transportation, and
 - c. Encouraging customers to use the 8th & I Streets public parking lot by means of advertisement of its availability by posting of signage on the interior of the restaurant.
7. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that Applicant may open its window panels seasonally, and that background music may be played at such times at a level not audible beyond the street curbside not to exceed limits permitted by law. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors. Employees will not loiter in the rear alley and will not disturb neighbors when cleaning the area late at night.
8. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Applicant will ensure timely disposal that is the least disruptive to the neighbors. Commercial trash pickup in residential areas takes place between 7:00 a.m.-7:00 p.m.
9. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon

the request. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are no garbage and odors present overnight and the following morning.

10. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.
11. ***Compliance with ABRA Regulations.*** Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees.

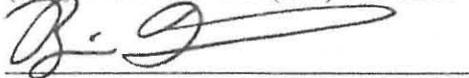
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: Pacifico on Eight LLC
 t/a Pacifico
 ABRA-086033
 514 8th Street SE
 Washington, DC 20003



Date: 5/19/13

ANC: Advisory Neighborhood Commission 6B
 921 Pennsylvania Ave, SE
 Washington, DC 20003
 Brian Flahaven, Chairperson
 (202) 543-3344 Fax (202) 543-3507



Date: 5/19/13

ANC 6B

Capitol Hill / Southeast

921 Pennsylvania Avenue SE
Suite 305
Washington, DC 20003-2141
202-543-3344 (office)
202-543-3507 (fax)
office@anc6b.org

Executive Director
Susan Eads Role

May 19, 2013

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

VIA E-MAIL: sarah.fashbaugh@dc.gov

RE: ABRA-086033, Pacifico, 514 8th Street SE, License Renewal

OFFICERS

- Chair
Brian Flahaven
- Vice-Chair
Ivan Frishberg
- Secretary
Philip Peisch
- Treasurer
Brian Pate
- Parliamentarian
Nichole Opkins

Dear Ms. Miller:

At its regularly called, properly noticed meeting on May 14, 2013, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 10-0 in support of the above-referenced request.

For your review and approval, please find enclosed a Settlement Agreement, which was executed by both parties.

COMMISSIONERS

- SMD 1 *David Garrison*
- SMD 2 *Ivan Frishberg*
- SMD 3 *Philip Peisch*
- SMD 4 *Kirsten Oldenburg*
- SMD 5 *Brian Pate*
- SMD 6 *Nichole Opkins*
- SMD 7 *Sara Loveland*
- SMD 8 *Chander Jayaraman*
- SMD 9 *Brian Flahaven*
- SMD 10 *Francis Campbell*

Please contact ANC 6B's Executive Director Susan Eads Role if you have questions or need further information. Thank you.

Sincerely,



Brian Flahaven
Chair

Enclosure