

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

In the Matter of:)	
)	
A Little Mouthful, LLC)	
t/a Red, White and Basil)	
)	
Applicant for a New)	License No. ABRA-100236
Retailer's Class DR License)	Order No. 2015-539
)	
at premises)	
1781 Florida Avenue, N.W.)	
Washington, D.C. 20009)	
)	

A Little Mouthful, LLC, t/a Red, White and Basil (Applicant)

Ted Guthrie, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Maureen Gallagher, Vice President, Reed Cook Neighborhood Association (RCNA)

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

ORDER ON SETTLEMENT AGREEMENT

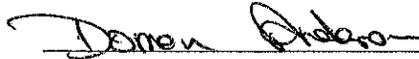
The official records of the Alcoholic Beverage Control Board (Board) reflect that A Little Mouthful, LLC, t/a Red, White and Basil, Applicant for a new Retailer's Class DR License, located at 1781 Florida Avenue, N.W., Washington, D.C., ANC 1C, and RCNA have entered into a Settlement Agreement (Agreement), dated October 7, 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; Commissioner Ted Guthrie, on behalf of ANC 1C; and Maureen Gallagher, on behalf of RCNA; are signatories to the Agreement.

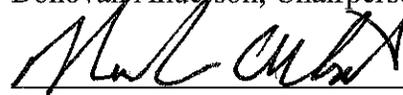
Accordingly, it is this 18th day of November, 2015, **ORDERED** that:

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; and
2. Copies of this Order shall be sent to the Applicant, ANC 1C, and RCNA.

District of Columbia
Alcoholic Beverage Control Board



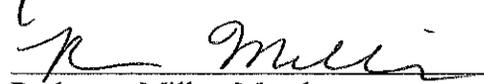
Donovan Anderson, Chairperson



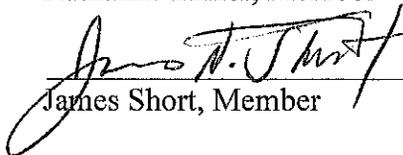
Nick Alberti, Member



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).

**NEW SETTLEMENT AGREEMENT CONCERNING
ISSUANCE OF LICENSE FOR ALCOHOLIC BEVERAGES**

NEW AGREEMENT, made this 7th day of October, 2015, by and between A Little Mouthful, LLC, d/b/a Red White & Basil (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C") and Reed Cook Neighborhood Association (hereinafter "RCNA"), witnesseth:

Whereas, Applicant has applied for a Class DR License No. 100236, located at 1781 Florida Avenue, NW, Washington DC,

Whereas, ANC 1C and RCNA, would have the opportunity to protest the license,

Whereas, Applicant will agree to adopt certain measures to address the concerns of ANC 1C and RCNA, and to include this Agreement as a formal condition of its prospective application for a license, and ANC 1C and RCNA agree to the approval of such license provided that this Agreement is incorporated into the Board's Order approving such application, and

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, **the Parties hereby agree as follows:**

1. Nature of Establishment

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with cooked food menu items available at all times. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times when the establishment is open for business.

2. Entertainment

The parties agree that the restaurant shall feature no entertainment under an Entertainment Endorsement as described at 23 DCMR 1000 1002.4. Although applicant initially applied for an Entertainment Endorsement, applicant expressly withdraws that portion of the application.

3. Hours of Operation

Applicant has requested and the parties agree that the hours of operation will be 11am-12 midnight Sunday-Saturday.

It is understood between the parties that the 11am opening time is not a requirement, but may be used at the discretion of the Applicant.

Sidewalk Cafe/Summer Garden Hours: 11am-12 midnight.

4. Occupancy

Interior capacity will not exceed the interior seating capacity as specified in the Certificate of Occupancy: 17 seats; sidewalk/summer garden seating will not exceed 20.

5. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

a.) Preventing emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. Further the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

b.) The parties further agree that during any time the windows or doors of the premises are open during business hours and music is being played, or a sound amplification device is being employed in the premises, the sound generated from inside the premises shall not be audible beyond the edge of the sidewalk curb. This provision shall not apply to noise heard only when persons are in the act of using the door for ingress to or egress from the premises.

c.) Applicant agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

d.) Sound from inside will not be audible at surrounding residential housing areas.

6. Trash/Garbage/Rodents

a.) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.

b.) Applicant agrees to segregate and recycle bottles and glass refuse from trash and agrees to make all reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the outside trash dumpsters between the hours of 11:00 p.m. and 8:00 a.m.

c.) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

d.) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

7. Exterior including public space

a.) Applicant shall assist in the maintenance of the space in front of the establishment to at least 18 inches outward from the curb as needed to keep it free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

b.) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the side of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

8. Third Party Events

Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

9. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub “crawls”, “tours”, or similar events.

10. Consideration of Neighbors

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 p.m. to 7:00 a.m.

11. Modification

This Agreement can be modified by the ABC Board, mutual agreement of all the parties or otherwise as permitted by law, with prior ABC Board approval. In the case of ANC 1C, any modifi-

ation must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Regulations

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC or RCNA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

13. Availability of Settlement Agreement

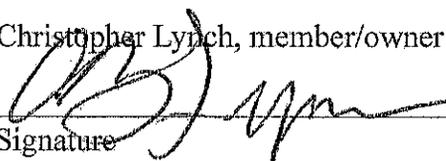
Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

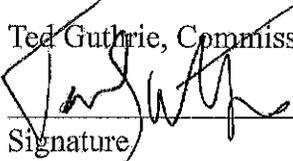
FOR A Little Mouthful, LLC,
d/b/a Red, White & Basil

FOR ANC 1C

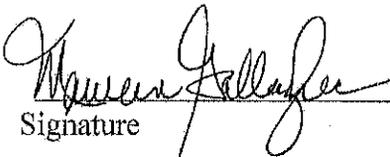
Christopher Lynch, member/owner

Ted Guthrie, Commissioner ANC 1C(03)


Signature _____ Date 10/7/15


Signature _____ Date 10/7/15

For Reed Cook Neighborhood Association
Maureen Gallagher, vice president


Signature _____ Date 10/7/15



Advisory Neighborhood Commission 1C

PO Box 21009, NW, Washington, DC 20009

www.anc1c.org

Representing Adams Morgan

Commissioners:

Julie Selwell (1C01)

October 7, 2015

Hector Huezco (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,

A handwritten signature in black ink, appearing to read 'Ted Guthrie', with a long horizontal flourish extending to the right.

Ted Guthrie

ANC 1C

Chair, ABC/Public Safety Committee