

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

In the Matter of:)	
)	
Sweet Mango Café Corporation)	
t/a Sweet Mango Café)	
)	
Holder of a)	
Retailer's Class CR License)	License No. ABRA-072512
)	Order No. 2014-264
at premises)	
3701 New Hampshire Avenue, N.W.)	
Washington, D.C. 20010)	

Sweet Mango Café Corporation, t/a Sweet Mango Café (Licensee)

Marcus Hedrick, President, United Neighborhood Coalition

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Sweet Mango Café Corporation, t/a Sweet Mango Café, and United Neighborhood Coalition have entered into a Settlement Agreement (Agreement), dated May 30, 2013, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Marcus Hedrick, on behalf of United Neighborhood Coalition, are signatories to the Agreement.

Accordingly, it is this 25th day of June, 2014, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 5 (Floors Utilized and Occupancy) – The following sentence shall be modified to read as follows: “The Establishment will have no more patrons than are permissible by code and Fire regulations.”

Section 7(b) (Music/Dancing/Entertainment) – The first part of the lead sentence shall be modified to read as follows: “Applicant acknowledges familiarity with and will comply with all noise-control provisions District of Columbia laws and regulations, including D.C. Official Code §25-725.”

Section 7(f) (Music/Dancing/Entertainment) – This Subsection shall be removed.

Section 11 (Licensee Ownership and Compliance with ABRA Regulations) – The following verbiage shall be removed: “...and agrees that the Citizens Association shall have standing to ask the ABC Board to enforce any violations of the agreement.”

Section 14 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: “Failure to cure within thirty (30) calendar days (or, with respect to a breach which reasonably requires more than thirty (30) days to cure, fails to commence cure of such breach and diligently pursue such cure) shall constitute a cause for filing a complaint with the Board pursuant to D.C. Official Code §25-446(e).”

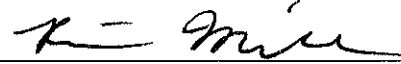
Section 14 – The following sentence shall be modified to read as follows: “Unless otherwise noted above, any notices may be sent electronically or hand delivered to the other parties to this Agreement at the following addresses.”

Add new Section 15 (Modification) – This new Section shall read as follows: “Except as provided in D.C. Official Code §25-446(d)(2), this Agreement can be modified only by mutual agreement of the parties and approval of the ABC Board.”

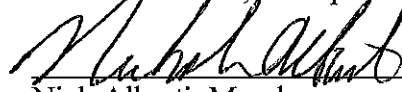
The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Licensee and Marcus Hedrick, on behalf of United Neighborhood Coalition.

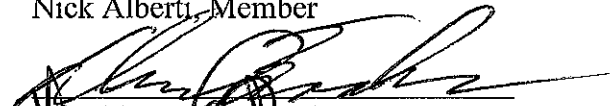
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



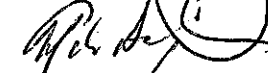
Nick Alberti, Member



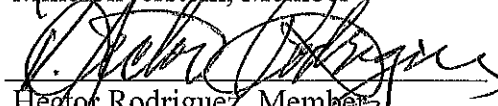
Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to 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.

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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 30th day of May 2013 by and between Sweet Mango Corporation t/a Sweet Mango Café (“Applicant”) and the United Neighborhood Coalition (“Citizens Association”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for renewal of a License Class CR for a business establishment (“Establishment”) located at 3701-07 New Hampshire Avenue, N.W., Washington, D.C. (“Premises”);

WHEREAS, The Coalition is a duly constituted citizens association and party to an existing agreement with the Applicant, received by ABRA May 10th, 2004, in regards to Case No. 33077-04/09P 2004-.

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; 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 minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to replace the existing agreement with respect to the Parties. .

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. ***Previous Settlement Agreements.*** This Settlement Agreement replaces all previous Settlement Agreements between the parties.
3. ***Nature of the Business.*** The Applicant will manage and operate a restaurant with an emphasis on food and a variety of live entertainment as noted below. Any change from this model shall be considered by both Parties to be of great concern to residents and requires prior approval by the ABC Board.

4. ***Hours of Operation and Sales.***

The Applicant's hours of operation shall be as follows:

Sunday through Thursday 8:00 a.m.– 12:00 a.m.,
Friday and Saturday 8:00 a.m. – 2:00 a.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday through Thursday 11:00 a.m. – 12:00 a.m.,
Friday and Saturday 11:00 a.m. – 2:00 a.m.

On special occasions the establishment may stay open later if permissible by DC law or ABRA.

5. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the 1st and 2nd floors of the building, and basement. The Establishment will have no more than are permissible by code and Fire regulations.

6. ***Parking.*** It is a principal concern of the Citizens Association that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC(s) boundaries. The Applicant agrees to inform patrons that parking is limited and encourage such patrons to use public transportation. The Applicant will also post signage requesting that patrons refrain from double parking and parking in no parking zones.

7. ***Music / Dancing / Entertainment:***

a. Applicant may offer facilities for dancing and/or entertainment for patrons only with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecorded music.

b. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible outside 10 feet of the property. Applicant agrees to implement sound suppression measures that will mitigate any noise from this restaurant that may be heard outside 10 feet of the property, including keeping its doors and windows closed when music is being played at the establishment

c. Applicant shall configure any and all speaker systems such as to minimize sound from being heard outside the premises.

- d. The parties agree to cooperate in conducting noise level checks to assure compliance with this subsection. In the event there shall be a violation of this subsection, Applicant shall take all steps necessary to prevent the repetition of such violation
 - e. The Applicant will notify performers of the terms of the Entertainment endorsement.
 - f. The Applicant's entertainment endorsement must have an ABRA accepted security plan in place
 - g. The Applicant agrees to post notices notifying patrons and employees to be respectful of the residential area: no littering, no loitering, and no excessive noise.
8. ***Public Space and Trash.*** As the property housing this establishment has no public service alley and all façades abut public space, the maintenance of trash is of particular importance to the neighbors.
- a. During business hours of operation, Applicant shall keep the sidewalk (up to and including the curb on both the front and rear of the property), tree box(es), and curb 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.
 - b. 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 remain 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 to help eliminate the rat population.
 - c. Applicant shall provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.
 - d. Applicant will act to ensure any drain pipe releasing food and water is permanently sealed.
 - e. Applicant will not power wash cooking equipment on the side walk.
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 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 is not garbage and odors present the following morning.

10. ***Safety and Security.*** Applicant will file with the ABC Board a Security Plan and provide Citizens Association with a copy, as noted in section 6(f) above. Applicant also agrees to post no loitering signs at the Premises to discourage loitering.
11. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to the Citizens Association 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, and agrees that the Citizens Association shall have standing to ask the ABC Board to enforce any violations of the agreement.
12. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Citizens Association, and the community for which the ANC(s) acts.
13. ***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.
14. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant:

Sweet Mango Corporation
3701-07 New Hampshire Avenue, NW
Washington, DC, 20010
Attn: Reginald James
(202) 785-5442


If to Citizens Association:

United Neighborhood Coalition
3650 Park Place NW
Washington DC, 20010
Attn: Marcus Hedrick, President, UNC
Lauri Hafvenstein Registered Agent, UNC
(202) 450-3871

Park View UNC Settlement Agreement: Sweet Mango Café (2013)
3701-07 New Hampshire Avenue, NW

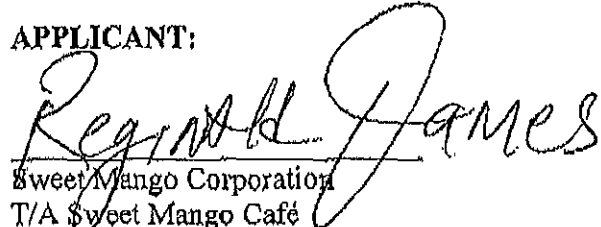
Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

COALITION:



President Marcus Hedrick
United Neighborhood Coalition

APPLICANT:



Sweet Mango Corporation
T/A Sweet Mango Café
Reginald James/Owner