

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

_____)
In the Matter of:)
)
Good Essen-U Street, LLC)
t/a Tico)
)
Applicant for a New)
Retailer’s Class CR)
)
at premises)
1926 14th Street, N.W.)
Washington, D.C. 20009)
_____)

Case No. 14-PRO-00016
License No. ABRA-093610
Order No. 2014-133

Good Essen-U Street, LLC, t/a Tico (Applicant)

Elwyn Ferris, on behalf of Shaw Dupont Citizen Alliance (SDCA)

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 AND
WITHDRAWAL OF PROTEST OF SDCA**

The Application filed by Good Essen-U Street, LLC, t/a Tico, for a new Retailer’s Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on March 10, 2014, and a Protest Status Hearing on April 9, 2014, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and SDCA have entered into a Settlement Agreement (Agreement), dated April 14, 2014, that governs the operation of the Applicant’s establishment.

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The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Joan E. Sterling, on behalf of SDCA, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by SDCA.

Accordingly, it is this 1st day of May, 2014, **ORDERED** that:

1. The Application filed by Good Essen-U Street, LLC, t/a Tico, for a new Retailer's Class CR License, located at 1926 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of SDCA in this matter is hereby **WITHDRAWN**;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 modification:

Section 3 (Hours of Operation) – The following language shall be removed: “The Applicant shall provide notice to the Protestant at least ten (10) days before filing a Change of Hours Application.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and SDCA.

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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



Hector Rodriguez, Member

James Short, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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.

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 made this 14th day of APRIL, 2014, by and between Good Essen-U Street, LLC t/a Tico ("Applicant") and The Shaw-Dupont Citizens Alliance, Inc. ("SDCA") ("Protestant"), collectively the Parties.

RECITALS

WHEREAS, Applicant's license application ABRA-93610 is now pending before the District of Columbia Alcoholic Beverage Control Board (the "Board");

WHEREAS, Protestant has protested the application; and

WHEREAS, the Parties desire to enter into a Settlement Agreement pursuant to D.C. Official code § 25-446 to resolve the protest;

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual covenants and conditions set forth below, and other good and valuable consideration, 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 shall manage and operate a Latin American food restaurant on the street level, with an emphasis on food service. The business shall operate consistent with the ABRA application filed. No nude performances. Applicant shall not provide facilities for nor advertise dancing. Applicant may offer entertainment for Saturday and Sunday brunch. Entertainment after 6:00 p.m. shall be limited to charity events and private events, which shall not exceed two (2) per month. Under no circumstances shall entertainment activities after 6:00 p.m. be advertised to the public. Occupancy Load of the establishment shall be 250. Seating 150. Any change from this restaurant model shall be of great concern to residents.
3. **Hours of Operation.** Provided that the Applicant shall offer a full menu until at least 2 hours prior to closing time each day of the week, and shall abide by the terms of this agreement, the hours of operation shall be:

Hours of Operation:

Sunday through Thursday: 7:00 a.m. – 12:00 a.m.

Friday and Saturday: 7:00 a.m. – 2:00 a.m.

Hours of Service of Alcoholic Beverages:

Sunday through Thursday: 8:00 a.m. – 12:00 a.m.

Friday through Saturday: 8:00 a.m. – 2 a.m.

Nothing in this Agreement shall prevent Applicant from applying for, and the Board considering, an application for later hours of operation, sales and service upon the Applicant's submission of a Change of Hours Application. The Applicant shall provide notice to the Protestant at least ten (10) days before filing a Change of Hours Application.

4. **Noise.** Applicant acknowledges familiarity with, and will comply with the noise-control provisions of the District of Columbia law in accordance with DCMR 905. Applicant will post signs to encourage its patrons not to disturb the residential neighborhood adjacent to the 14th Street corridor.
5. **Deliveries.** All deliveries will be made from the loading dock provided in the rear of the building, within the building structure after 7:00 am.
6. **Parking.** Given the scarcity of parking in the community, the Applicant shall discourage employees from parking on the residential side streets and in the public allies. Customers will be informed of, and encouraged to use the public parking at the Reeves Center or other public parking in the neighborhood.
7. **Trash.** The Applicant shall store and maintain all trash, garbage, and refuse in a holding area within the building premises. There will be no outdoor garbage area, nor will the Applicant store/maintain any trash or garbage on the public space. Applicant shall make all reasonable efforts to ensure that the public space in front of the premises remains clean. Trash shall be collected, stored and removed from the Applicant's premises in accordance with building's trash policies.
8. **Consideration.** Applicant will encourage employees and patrons to be considerate of the neighboring residents at all times. Applicant shall encourage those leaving the establishment to keep conversation and noise down. There shall be no disposal or collection of glass bottles in any outdoor area.

The Applicant agrees to work in good faith with the neighbors and Protestant to resolve any problems. For matters requiring communication, the contact information for Tico shall be:

Steve Uhr
(610) 812-4300

subr@goodessen.com

Contact information for SDCA shall be:

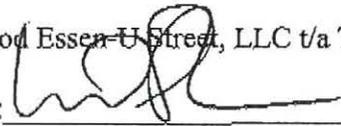
President, Shaw-Dupont Citizens Alliance, Inc.
P.O. Box 73153
Washington, DC 20056
(202) 683-7322
president@shawdupont.org

9. **Withdrawal of Protest.** The Protestants agree to the issuance of the license and the withdrawal of their Protest upon execution of the Settlement Agreement, and provided that the agreement is incorporated into the Board Order.

WHEREFORE, by the signing of the representatives of Applicant and SDCA, Applicant hereby agrees to aforementioned covenants and SDCA agrees to the issuance of the Class CR license to Applicant, provided that this Agreement is incorporated into the ABC Board's order approving the issue of a Class CR license.

Applicant:

Good Essen-U Street, LLC t/a Tico

By: 

Name/Title: Michael Scellon manager

Date Signed: 4/13/14

Protestant:

The Shaw-Dupont Citizens Alliance, Inc.

By: _____

Name/Title: _____

Date Signed: _____

suhr@goodessen.com

Contact information for SDCA shall be:

President, Shaw-Dupont Citizens Alliance, Inc.
P.O. Box 73153
Washington, DC 20056
(202) 683-7322
president@shawdupont.org

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Applicant:

Good Essen-U Street, LLC t/a Tico

By: _____

Name/Title: _____

Date Signed: _____

Protestant:

The Shaw-Dupont Citizens Alliance, Inc.

By: JE Sterling

Name/Title: JOAN E. STERLING / PRESIDENT

Date Signed: 4/14/12