

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

In the Matter of:)
)
Clover Capitol Hill, LLC)
t/a Tortilla Coast)
)
Application for Renewal of a)
Retailer's Class CR License)
)
at premises)
400 1st Street, S.E.)
Washington, D.C. 20003)
)

License No.: ABRA-085922
Order No.: 2016-406

Clover Capitol Hill, LLC, t/a Tortilla Coast (Applicant)

Kirsten Oldenburg, Chairperson, Advisory Neighborhood Commission (ANC) 6B

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

ORDER ON SETTLEMENT AGREEMENT

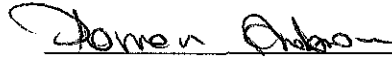
The official records of the Alcoholic Beverage Control Board (Board) reflect that Clover Capitol Hill, LLC, t/a Tortilla Coast (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated June 14, 2016, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Kirsten Oldenburg, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 22nd day of June, 2016, **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;
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.


District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



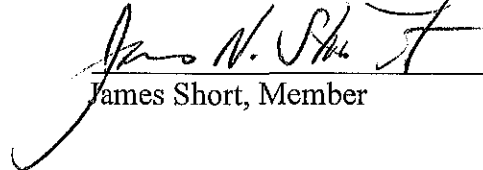
Nick Alberti, Member



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).

SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B

and
Clover Capitol Hill LLC
d/b/a Tortilla Coast

Pursuant to this Settlement Agreement, ("Agreement"), by and between Clover Capitol Hill LLC (d/b/a Tortilla Coast) ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of the Agreement as it relates to Applicant's conduct of its business located at 400 1st Street, SE Washington, DC 20003 ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking its approval of, a renewal of its Retailers' Class "C" Restaurant License (ABRA-085922) ("License"); and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorializing in this Agreement the terms and conditions upon which ANC6B has agreed to support Applicant's License application, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises; and,

WHEREAS, this is intended to replace in its entirety any and all previously-existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a full-service seated restaurant ("Establishment") at the Premises. Applicant's Certificate of Occupancy allows for a total seating for up to 221 patrons indoors and outside (Sidewalk Cafe). In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.
3. Hours of Operation and Sales. Applicant's hours of operation and alcoholic beverage sales may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant's hours of Operation and Sale of Alcohol shall be as follows:

Sunday through Thursday:	11:30 a.m. – 12:00 a.m.
Friday and Saturday:	11:30 a.m. – 2:30 a.m.

Applicant's hours of Operation and Sale of Alcohol on the Sidewalk Café shall be:

Sunday through Thursday: 11:30 a.m. – 12:00 a.m.
Friday and Saturday: 11:30 a.m. – 2:30 a.m.

Provided, however, that (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licenses in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 3 a.m. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours. These extended hours are for inside the establishment.

4. Requirements for Operation of Sidewalk Café. Applicant shall operate its Sidewalk Café consistent with the terms and conditions of its Public Space Management Branch Certification for such space. Applicant shall cause the area extending from the front door(s) to the curb in front of the Establishment to be regularly swept, power-washed, and shall remove litter and debris on not less than a daily basis, weather permitting. Applicant shall provide exterior receptacles for extinguishing and disposing of smoking materials and such supplemental refuse disposal receptacles as may be reasonably required to contain and minimize public disposal of waste and litter originating from the Premises.

5. Refuse Storage and Disposal. Applicant shall comply with DCMR 21-704, Food Waste Disposal. Applicant shall utilize and maintain solid waste and grease containers (receptacles) that are in compliance with DC Department of Health requirements governing the use of such receptacles.

Recyclable waste (glass, plastic, cardboard and metals that have been rendered free of organic materials) shall be disposed of in sealed bags that are placed in appropriate waste receptacles capable of being sealed with closing lids and otherwise designed for that purpose. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition. Exterior receptacles shall be kept closed and secured at all times except when actively used to deposit or collect recyclable materials.

Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of exterior trash storage area.

- a. Garbage shall be collected as necessary to prevent the receptacles from exceeding their capacity;
- b. Applicant will ensure timely waste disposal that is the least reasonably disruptive to the neighbors. Garbage, recyclable and grease collections shall not occur before 7:00 a.m. or after 10:00 p.m. No glass shall be placed in any exterior receptacle nor otherwise disposed after 10:00 p.m. or before 7:00 a.m. Any glass material needing to be recycled

- or otherwise disposed between 10:00 p.m. and 7:00 a.m. shall be stored inside Applicant's establishment until at least 7:00 a.m. the following day.
- c. Applicant shall provide the garbage and recycling vendors with access to the trash storage area, as may be required to effect regular and timely collection as set forth herein;
 - d. Applicant shall not store or place any kegs, foodstuffs, or other consumable goods of any type in the rear of the Premises. No waste of any type shall be placed on or against the abutting property;
 - e. Any receptacle for recyclables or restaurant supplies such as linens, kegs or firewood will be placed such that it does not encroach on the abutting property owners. Applicant shall ensure that no recyclable waste is placed outside the establishment other than in a fully-closed receptacle.
 - f. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur utilizing standard industry practices such as solvents and power washing for such uncontained grease;
 - g. Any damaged or leaking containers shall be repaired or replaced as soon as practicable;
 - h. Applicant will daily check the alley and full area behind the Premises and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied;
 - i. Applicant shall power wash all receptacles, any adjacent waste enclosure, and the adjacent alleyway no less often than once every two weeks. No power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends;
 - j. Applicant shall cooperate and permit inspection by any authorized District of Columbia governmental entity of the Premises as may be reasonable pursuant to ABRA regulations or as may be reasonably requested;

6. Noise Mitigation. Applicant will comply with D.C. Official Code § 25-725. It is understood by the parties that Applicant may open its window panels, and that music may be played at such times at a level not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors. Applicant will also comply with applicable DCMR provisions as it relates to noise emanating from mechanical equipment associated with Applicant's operations.

Applicant agrees that it shall adhere to the provisions of D.C. Code §25-725 as it pertains to residential dwellings in the contiguous physical block on which the Premises are located (except for those residential dwellings located within the CHC/C2A overlay), notwithstanding the fact that such neighboring residential units may not fall within the zoning classification otherwise entitled to enforcement of that provision under D.C. Code §25-725(b)(3).

7. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular application of a plan for pest control that includes baiting or similar rodent abatement procedures abutting the rear entrance to the Premises. Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon reasonable request from the Board.

Settlement Agreement

ANC 6B

Applicant is encouraged to make reasonable efforts to meet with abutting establishments and to reasonably participate in a coordinated effort to address rodent issues in the immediate vicinity of the Premises.

8. Restrictions on Use of Points for Access/Egress. In no event will Applicant encourage commercial third party vendors to park a delivery truck in the public alley at the rear of the Premises between the hours of 10:00 p.m. and 7:00 a.m. Applicant will notify commercial delivery vendors about the above prohibition.


9. Compliance with ABRA Regulations. Applicant will abide by ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.

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

Applicant:

Clover Capitol Hill LLC
d/b/a Tortilla Coast
ABRA# 085922
400 1st Street, SE
Washington, DC 20003
Brian Sullivan

Signature: _____



Date: _____

6/13/16

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Kirsten Oldenburg, Chairperson

Signature: _____



Date: _____

6-14-16