

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:

Amparo (Dupont), LLC
t/a Amparo Fondita (Dupont)

Applicant for a New
Retailer's Class CR License

at premises
2002 P Street, NW
Washington, D.C. 20036

License No.: ABRA-124404
Order No.: 2023-348

Amparo (Dupont), LLC, t/a Amparo Fondita (Dupont), Applicant

Meg Roggensack, Chairperson, Advisory Neighborhood Commission (ANC) 2B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Amparo (Dupont), LLC, t/a Amparo Fondita (Dupont) (Applicant), Applicant for a New Retailer's Class CR License and ANC 2B have entered into a Settlement Agreement (Agreement), dated June 1, 2023, that governs the operations of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and ANC 2B are signatories to the Agreement. The Applicant and Chairperson Meg Roggensack, on behalf of ANC 2B, are signatories to the Agreement.

Accordingly, it is this 7th day of June 2023, **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 and ANC 2B.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 6c43c692604529e4b730003d16cc08

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ac37320d6ac8d1b330d2543e8

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fca07be146d7f4c75bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82c72691c2504474318560c2a11857

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f9f0040ec14adeb52541ce5

Edward S. Grandis, 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 and Cannabis Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 1st day of June 2023, by and between Amparo (Dupont), LLC t/a Amparo Fondita (Dupont), ("Applicant") and Advisory Neighborhood Commission 2B ("ANC2B"), (collectively, the "Parties").

WITNESSETH

WHEREAS, the Applicant has applied for a Retailer's Class "C" Restaurant license (ABRA-124404) with Entertainment, Alcohol Carryout & Delivery, Holiday Extension of Hours, and Streatory Endorsements for a business establishment ("Establishment") located at 2002 P Street NW, Washington, D.C. ("Premises");

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage & Cannabis 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 peace, order, and quiet, and to eliminate the need for a Protest Hearing regarding the license application.

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. ***Nature of the Business.*** The Applicant shall operate and manage a restaurant pursuant to regulations and conditions specified herein. Seeking to alter operation or revise this Agreement is of great concern to residents and shall be subject to review and approval by the ABC Board.
3. ***General Conditions.***
 - a. The Establishment shall have an ABC Board-approved owner or an ABCA-certified manager on its premises at all times during operating hours, including for private events.
 - b. The Establishment shall not permit third-party promoters to operate or conduct business on the premises. "Third-party promoter" does not include individuals hosting private events or individuals accepting donations on behalf of or in partnership with charitable organization in the establishment.
 - c. The Establishment shall operate in accordance with the terms of its license and endorsements and as may otherwise be permitted by law.
 - d. The Establishment shall be permitted to participate in ABCA's Extended Holiday Hours Program.

4. ***Hours of Operation and Sales.*** The Applicant's permitted hours of operation shall be as follows:

Permitted hours for inside operation shall be:

Sunday through Thursday 7:00 AM – 1:00 AM

Friday and Saturday 7:00 AM – 1:30 AM

Permitted hours for interior sales, service, and consumption of alcohol shall be:

Sunday through Thursday 8:00 AM – 1:00 AM

Friday and Saturday 8:00 AM – 1:30 AM

Permitted hours for alcoholic beverage carryout and delivery shall be:

Daily, 8:00 AM – 1:00 AM

All patrons shall exit the Establishment at the end of operations.

The Establishment, with appropriate current Entertainment Endorsement, shall be permitted to offer indoor entertainment during the following hours:

Sunday through Thursday: 10:00 AM – 11:00 PM

Friday and Saturday: 10:00 AM – 12:00 AM (Midnight)

The Establishment shall be permitted to extend its interior serving hours until 4:00 AM, and inside entertainment hours until 3:00 AM, New Year's Eve into New Year's Day.

Unless otherwise required or restricted by ABCA regulation or law enacted by the District of Columbia, Applicant shall be permitted to modify its hours of operation, service, or indoor entertainment, for individual special occasions such as Inauguration Day or sporting events, without the need to submit a One Day Substantial Change Application.

5. ***Outdoor Seating*** The Applicant, with appropriate endorsement(s), shall be permitted to operate a Streatery Parklet with seating for 25 patrons for the duration of the Streatery Parklet program and, Sidewalk Cafe with up to 15 seats pursuant to approval from the DC Department of Transportation and after having obtained the required permits from DC government agencies.

The Streatery Parklet's and Sidewalk Cafe's permitted hours of operation for food service shall be:

Sunday through Thursday: 7:00 AM – 11:00 PM

Friday and Saturday: 7:00 AM – 12:00 AM (Midnight)

The Streatery Parklet's and Sidewalk Cafe's permitted hours for alcoholic beverage service shall be:

Sunday through Thursday: 8:00 AM – 11:00 PM
Friday and Saturday: 8:00 AM – 12:00 AM (Midnight)

Patrons shall depart the outdoor seating areas not later than one-half (½) hour after the end of its service hours.

Amplified music, televisions, live performances, other forms of entertainment shall not be allowed in the Streatery Parklet or Sidewalk Cafe.

The Applicant shall check outdoor seating areas at least once per hour to ensure cleanliness.

The Applicant shall stack and/or secure tables and chairs of outdoor seating areas each night at closing.

6. **Parking/Valet Arrangements.** The Applicant and any party or event utilizing the Premises shall not offer or provide valet parking service.
7. **Noise and Privacy.** The Applicant shall at all times comply with D.C. Official Code § 25-725 and take reasonable, necessary actions, including structural remedies and insulation/soundproofing to ensure that music, noise, and vibration from the Establishment are not audible or discernible within adjacent or nearby residences.
 - a. The Applicant shall require its purveyors and suppliers make deliveries only between the hours of 7:00 AM and 6:00 PM Mondays through Fridays; 7:00 AM and 5:00 PM Saturdays; and 10:00 AM and 5:00 PM on Sundays.
8. **Public Space and Trash.** The Establishment shall keep the sidewalk surrounding its property (up to and including the curb), tree box(es), curb, adjoining alley or driveway entrances clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations.
 - a. The Applicant shall have the area around the Establishment properly cleaned and washed as needed, with special attention to areas where trash and recycling is stored.
 - b. The Applicant shall have graffiti, tagging, or other defacement of its premises remedied as promptly as reasonably possible.
 - c. All non-recyclable refuse shall be placed in sufficiently durable and securely closed plastic garbage bags before placing into a trash container or dumpster.
 - d. Garbage and recycling containers, dumpsters, shall be kept securely closed to deter rodents or other vermin from entering. If contents exceed capacity, larger or additional containers shall be obtained and used.

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- e. The Applicant shall regularly clean its trash and recycling containers and promptly replace any containers that have been damaged, chewed-through or reached the end of their useful life.
- f. The Applicant shall employ only companies licensed to operate in the District of Columbia for collection of trash and recyclables. Pickups shall not occur before 7:00 AM on weekdays; before 9:00 AM on weekends or holidays; and not after 5:00 PM on any day.
- g. Except where there is a communal arrangement for trash and recycling storage, no trash receptacles or storage shall encroach or be placed upon neighboring property.
- h. The Establishment shall be responsible for timely snow and ice removal from its sidewalk area and take proper precautions to prevent ice accumulation, in accordance with District of Columbia law.
- i. Establishment shall maintain a designated No Smoking Zone within twenty-five (25) feet of its premises as authorized by DC Code § 7-1703.04 and provide notice to patrons.

9. ***Rats and Vermin Control.*** The Applicant shall maintain a professional rat and vermin control contract for its premises and provide proof of current contract upon request of the ABC Board or ABCA official.

In addition to the trash management requirements of this Agreement, the Establishment Applicant shall employ reasonable and common-sense measures to lessen the appeal of the Premises and immediately surrounding public space to rodents and other vermin.

10. ***Security and Safety.*** Establishment shall take all reasonable, necessary measures to ensure its operation does not adversely affect the peace, order, quiet, and safety of its neighbors and the neighborhood.
11. ***License Ownership and Compliance with ABCA Regulations.*** The Establishment Applicant shall abide by all Alcoholic Beverage & Cannabis Administration (ABCA) regulations regarding ownership of the license, recordkeeping, and all other provisions applicable to liquor licensees.
- a. The Establishment agrees that any Party to this Agreement shall have standing to ask the ABC Board to review compliance with, or request enforcement action for any violations of the Agreement subject to the Notice and Opportunity to Cure provisions herein.
12. ***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 a 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 the Establishment 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

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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 may be delivered by email; mailed via certified mail, return receipt requested; 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.

Contact information for the Parties to This Agreement.

If to the Establishment:

Amparo (Dupont), LLC
2002 P Street NW
Washington, DC 20036
(202) 643-0119
christian@hospitalityhumans.org

If to ANC 2B:

Attn: Chair
ANC 2B
9 Dupont Circle NW
Washington, DC 20036
2b@anc.dc.gov

Signatures

APPLICANT:

ANC 2B:

Amparo (Dupont), LLC

By: Christian Irabien
Christian Irabien, Manager

By: Meg Roggensack
Meg Roggensack, Chair