

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

_____)
In the Matter of:)
)
Machu Picchu, LLC)
t/a Miramar)
)
Applicant for New)
Retailer’s Class CR License)
)
at premises)
1033 31st Street, NW)
Washington, D.C. 20007)
_____)

Case No.: 19-PRO-00162
License No.: ABRA-115376
Order No.: 2020-134

Machu Picchu, LLC, t/a Miramar, Applicant

Lisa Palmer, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Cheryl Gray, on behalf of Citizens Association of Georgetown (CAG)

John L. Hopkins, on behalf of A Group of Six Individuals

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member
Jeni Hansen, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Machu Picchu, LLC, t/a Miramar (Applicant), 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 December 30, 2019, and a Protest Status Hearing on February 12, 2020, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, CAG, and the Group of Six Individuals entered into a Settlement Agreement (Agreement), dated February 11, 2020, 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; Commissioner Lisa Palmer, on behalf of ANC 2E; Cheryl Gray, on behalf of CAG; and John L. Hopkins, on behalf of the Group of Six Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E, CAG, and the Group of Six Individuals.

Accordingly, it is this 4th day of March, 2020, **ORDERED** that:

1. The Application filed by Machu Picchu, LLC, t/a Miramar, for a new Retailer's Class CR License, located at 1033 31st Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E, CAG, and the Group of Six Individuals in this matter are hereby **WITHDRAWN**;
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishments is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Subsection 2(b)(i) (Hours of Operation) – The following language shall be removed: "...Daylight Savings Time Extension of Hours."

The parties have agreed to this modification.


3. Copies of this Order shall be sent to the Applicant, ANC 2E, CAG, and John L. Hopkins, on behalf of the Group of Six Individuals.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson

James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member



Rafi Crockett, Member



Jeni Hansen, 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 BETWEEN
MACCHU PICCHU, LLC AND ADVISORY NEIGHBORHOOD COMMISSION 2E

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 11th day of February 2020, by and between MACCHU PICCHU, LLC ("Applicant"), Citizens Association of Georgetown ("CAG") and Advisory Neighborhood Commission 2E ("ANC2E"), also referred to collectively as the "Parties."

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration for the issuance of a new Class "C" License (the "License") for the Premises located at 1033 31st Street, N.W. (the "Premises");

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet.

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. Hours of Operation. Applicant agrees that its hours shall be limited to:
 - a. Hours of Operation:
 - i. Inside Dining room:
 1. Sunday through Thursday: 9am-11pm;
 2. Friday and Saturday: 9am-12:30am.
 - ii. Summer garden:
 1. Sunday through Thursday: 9am-10pm;
 2. Friday and Saturday: 9am – 11pm.
 - b. Exceptions to the standard hours shall be granted for:
 - i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Applicant may operate for one additional hour (that is, one hour later);
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours;
 - iii. And, on December 24 and January 1 of each year Applicant may operate until 2am.
3. Service Standards. No pitchers of beer or other multi-serve containers containing beer will be sold to patrons at any time.

2. Summer Garden.

- a. All lights in the Summer Garden and on the building itself must at all times be pointing downwards onto the Summer Garden. At no time shall any light on the backside of the premises shine into residents' or business' properties.
- b. The outdoor area where the summer garden will operate, behind the building, shall be kept clear of trash and litter at all times.
- c. No renovations to the Summer Garden shall commence without all necessary permits being granted.

3. Noise.

- a. No music played inside the Premises or other noise, either amplified or not amplified, coming from inside the Premises shall be audible either on the street in front of the Premises or in surrounding residences, including within residences or businesses located on 31st Street, NW, at any time;
- b. Doors of the premises will be kept closed except when persons are in the act of using the door for ingress to or egress from the premises.
- c. Applicant will not install any speakers on the exterior of the Premises, and agrees that no speakers will be installed in or in any way directed to the exterior of the Premises
- d. No music, amplified or otherwise, will be audible in the Summer Garden at any time
- e. In an attempt to minimize noise on the narrow street where the Applicant is located, no deliveries of any kind will be made before 7am or after 10pm on any day.

4. Patrons and Employees.

- a. Applicant shall take reasonable and immediate action to prevent its patrons and employees from causing unreasonable noise, disturbances or loitering in the area immediately outside of the Premises
- b. Applicant shall use best efforts to discourage loitering in the vicinity of the Premises;
- c. Applicant shall prohibit employees from smoking in the alley adjacent to the Premises, on 31st Street NW within 100 feet of the property, and on private property within 100 feet of the property; Applicant shall also discourage patrons from doing the same

5. Entertainment Endorsement

- a. No promoters will conduct business on the Premises;
- b. Cover charges will never be collected to enter the Premises or partake in the Applicant's offerings, with the exception of previously announced ticketed special events;

- c. Alcohol sales shall end 30 minutes prior to closing ("last call"). However, patrons may remain on the Premises until the end of the Hours of Operation;
- d. Applicant's employees will be familiar with the provisions included herein.

6. Trash, Maintenance and Public Space.

- a. Applicant shall ensure that the outdoor area in front of the establishment on 31st Street, including any grass or trees planted in front of the building on both public and private space, shall be kept clear of trash, weeds and litter;
- b. In an attempt to support the community's work to minimize mosquitos in the neighborhood, the Applicant will dry any pools of standing water in the Summer Garden;
- c. Construction will only occur on the Premises – whether interior or exterior – once permits have been granted by the relevant city agencies. At no time will Applicant engage in construction on the Premises unless the appropriate permits have been granted;
- d. Applicant will not install any signage or lights which are viewable in public space without the consent of the relevant permitting agencies, including the Old Georgetown Board, Historic Preservation Office and/or DCRA. This includes but is not limited to any signage or neon lights which may be placed in/on windows and are facing 31st Street. Should unpermitted signage already be installed, Applicant shall come into compliance with all signage regulations within 30 days of full execution of this Agreement;
- e. Applicant will not dump or drop bottles into containers located outside after 9:00 PM;
- f. All trash, recycling and dirty linens will be stored in closed, rodent-proof containers ("Trash Containers", "Recycling Containers" and "Linen Containers", jointly "Containers");
- g. All trash will be discarded and stored in the designated trash area under the steps of the Summer Garden, on private property ("Designated Trash Area"). At no time will the trash be stored on public property;
- h. At all times, and pursuant to DCMR Title 21 Chapter 707.11, trash, recycling and linen container lids shall be kept securely fastened other than when the container is being filled or emptied. Except when the Containers are being filled or emptied, there shall be no space between the top of such Containers and the Containers themselves whereby rats or other vermin could access the inside of such container. Applicant shall inspect such Containers on a regular basis. Should there be more trash or linens than the Containers can hold with their tops securely fastened or should the Containers have holes in them making the interior of the Containers accessible to rats and/or other vermin, Applicant shall secure and employ at the earliest possible time additional rat-proof containers to ensure that the Designated Trash Area remains clean and sanitary. At no time will trash or recycling be placed on top of closed Trash Containers;
- i. Applicant shall ensure that the Designated Trash Area is at all times clean and reasonably odor free, with no trash, bags of trash or runoff from the trash containers on the ground at any time;

- j. Applicant shall monitor the Designated Trash Area daily to ensure cleanliness and will clean this area within three (3) hours of noticing that the Designated Trash Area has trash, grease or rodents on the ground, or is otherwise deemed to be unclean;
- k. Pursuant to DCMR Title 21 Chapter 707.11, the area where the Containers are stored shall be kept free of spilled waste at all times. In order that the ground in and around the trash enclosures remains clean from both solids and any liquid runoff from the trash, Applicant will hose down the Designated Trash Area daily with either water or, when needed, a combination of water and bleach as recommended by the District's Department of Health (weather permitting);
- l. Applicant shall keep the public and private space adjacent to the Premises free of litter, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. The public space adjacent to and in front of the premises, up to and including the curb, is to be kept tidy at all times and litter is to be removed by the Applicant's staff at least once per day;
- m. Applicant shall maintain a rodent and pest control contract with a company licensed to provide such services in the District of Columbia. Said contract will provide for prevention, inspection and remediation of rodent and pest infestations of the Establishment weekly, or more often if inspection observations suggest; and
- n. Applicant will not use public space without securing proper permits -- this includes both 31st Street and the public alley behind the premises.

7. Participation in the Community. Applicant will provide an email address to a representative of Board of Directors at the Wadsworth House, located at 1045 31st Street, NW and the Establishment operating at 1035 31st Street, NW (collectively, "The Neighbors") through which any comments or concerns about the nature of the operation of the Establishment can be addressed and resolved as appropriate. Applicant will also provide The Neighbors with a phone number of a manager who can address any concerns related to the fulfillment of the obligations set forth in this Agreement at any time that the Applicant is operating.

8. Binding Effect. This Agreement shall be binding upon and enforceable against the Licensee and successors of the Applicant.

In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcoholic Beverage Regulation Administration, agree to forfeit its Protests of the application for a new License at the Premises.

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

WADSWORTH HOUSE CONDOMINIUM RESIDENTS

By: 
 Signatory: John L. Hopkins, Condominium Association Secretary

[Signatures continue on following page.]

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: 

Signatory: Lisa Palmer, Commissioner ANC2E05

CITIZENS ASSOCIATION OF GEORGETOWN



By:

Signatory: _____

MACCHU PICCHU, LLC

By: 

Signatory: _____

February 25, 2020

ALCOHOLIC BEVERAGE
REGULATION ADMIN

2020 FEB 27 A 9: 24

ABRA

District of Columbia Government
Alcoholic Beverage Regulatory Administration
Attention: April Randall, Assistant General Counsel
4th Floor, Suite 400 South
2000 14th Street, N.W.
Washington, DC 20009

RE: License No.: ABRA-115376
Licensee: Machu Picchu, LLC
Trade Name: Miramar
License Class: Retailer's Class "C" Restaurant
Address: 1033 31st Street, N.W.
Contact: Taha Mohamed, Owner: (703) 599-4990

Dear Ms. Randall:

The following individuals constituting a group of five or more District residents, informally known as the Wadsworth House residents, hereby acknowledge that they were intended collectively as a party to the voluntary agreement between ANC2E, the Citizens Association of Georgetown and Machu Picchu, LLC for a new alcoholic beverage retailer's class "C" license dated 2020:

Jeanne A. Jordan; 1045 31st Street, NW, No. 23; Washington, DC 20007

John L. Hopkins; 1045 31st Street, NW, No. 201; Washington, DC 20007

Patricia A. Boyd; 1045 31st Street, NW, No. 201; Washington, DC 20007

John Buchovecky; 1045 31st Street, NW, No. 504; Washington, DC 20007

Patricia Kent; 1045 31st Street, NW, No. 503; Washington, DC 20007

William A. Starrels; 1045 31st Street, NW, No. 502; Washington, DC 20007

Sincerely,


John L. Hopkins
Designated Representative