

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

**In the Matter of:**

1832 NW, LLC  
t/a Art Soiree House

Applicant for a New  
Retailer's Class CX Multipurpose Facility License

at premises  
1832 14<sup>th</sup> Street, N.W.  
Washington, D.C. 20009

Case No. 14-PRO-00078  
License No. ABRA-096150  
Order No. 2014-470

1832 NW, LLC, t/a Art Soiree House (Applicant)

Noah Smith, Chairperson, Advisory Neighborhood Commission (ANC) 2B

Elwyn Ferris, on behalf of Shaw-Dupont Citizens Alliance, Inc. (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 PROTESTS OF ANC 2B AND SDCA**

The Application filed by 1832 NW, LLC, t/a Art Soiree House, for a new Retailer's Class CX Multipurpose Facility License, was protested; however, a Roll Call Hearing scheduled for October 27, 2014, was not held, because the Parties agreed to submit a Settlement Agreement.

The official records of the Board reflect that the Applicant, ANC 2B, and SDCA have entered into a Settlement Agreement (Agreement), dated November 8, 2014, that governs the operation of the Applicant's establishment.


The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Noah Smith, on behalf of ANC 2B; and Elwyn Ferris, on behalf of SDCA; are signatories to the Agreement.

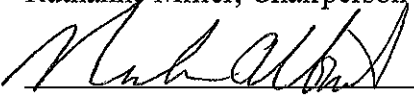
This Agreement constitutes a withdrawal of the Protests filed by ANC 2B and SDCA.

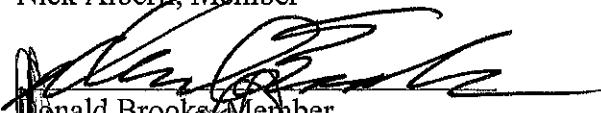
Accordingly, it is this 12<sup>th</sup> day of November, 2014, **ORDERED** that:

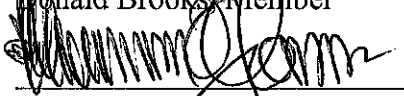
1. The Application filed by 1832 NW, LLC, t/a Art Soiree House, for a new Retailer's Class CX Multipurpose Facility License, located at 1832 14<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B and SDCA in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant, ANC 2B, and SDCA.

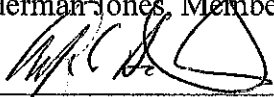
District of Columbia  
Alcoholic Beverage Control Board

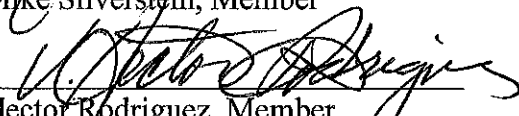
  
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Ruthanne Miller, Chairperson

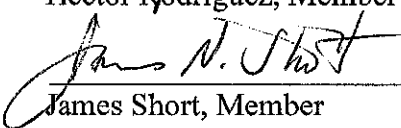
  
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Nick Alberti, Member

  
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Donald Brooks, Member

  
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Herman Jones, Member

  
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Mike Silverstein, Member

  
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Hector Rodriguez, Member

  
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James Short, Member

Pursuant to D.C. Official Code § 25-433, 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 14<sup>th</sup> 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).

**VOLUNTARY SETTLEMENT AGREEMENT CONCERNING A LICENSE FOR  
THE SALE OF ALCOHOLIC BEVERAGES**

**Art Soiree House (1832 14<sup>th</sup> Street NW)**

THIS AGREEMENT, made and entered into this 8<sup>TH</sup> day of NOVEMBER 2014, by and between 1832 NW LLC, doing business as as Art Soiree House (hereinafter "Applicant", Advisory Neighborhood Commission 2B (hereinafter "ANC-2B"), and Shaw-Dupont Citizens Alliance, Inc. (hereinafter "SDCA") witnesses:

**WHEREAS** Art Soiree House, located at 1832 14th Street, NW, has applied with the District of Columbia Alcoholic Beverage Control Board for issuance of a new Retailer's Class CX license for the premises on the 2<sup>nd</sup> and 3<sup>rd</sup> floors of 1832 14<sup>th</sup> St NW, Washington, D.C.

**WHEREAS** Applicant has met with ANC-2B and SDCA to reach a mutual understanding regarding its operations,

**WHEREAS** Applicant has agreed to continue taking specified measures to address community concerns,

**WHEREAS** Applicant has agreed to enter into this Agreement with ANC-2B and SDCA, subject to approval of the ABC Board, with the provisions included herein to be conditions of the ABC license with which Art Soiree House must comply,

**NOW THEREFORE**, in consideration of the recitals set forth above and the mutual covenants and agreements memorialized herein and hereinafter set forth, the Parties hereby agree as follows:

1. **Noise Suppression:** There shall be no loud noise emanated from the premises at any time. Sound attenuation methods and proper noise insulation will be utilized in the construction of the establishment and the operation shall at all times be in compliance with the D.C. Noise Control Act. Applicant will work with the neighbors residing nearby on the sound level settings prior to the start of the operation, to assure that the music from inside is not audible in surrounding residential housing areas. Applicant will encourage employees and patrons, by posted signs or other printed notation, to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes or generate a noise complaint.

Applicant will ensure that there are no or minimal lines developing near its entrance on 14th Street NW. Applicant will ensure that if a line does develop, that it will not block the sidewalk, will remain orderly, and will not create objectionable noise.

2. **Outdoor Space and Public Space:** There is no conceived use of outdoor space, public space, or decks for the operation of this establishment.
3. **Hours of Operation & Alcohol Sales:** The hours of operation and alcohol sales shall be:

Sundays 10 am - 1 am  
Mondays 12 pm - 1 am  
Tuesdays 12 pm - 1 am  
Wednesdays 12 pm - 2 am  
Thursday 12 pm - 2 am  
Friday 12 pm - 3 am  
Saturday 12 pm - 3 am

Art Soiree shall be permitted to adjust these hours of operation and hours of alcohol sales in accordance with amended limits approved by the DC City Council for Holiday Nights and special events (such as Presidential inaugurations).

Live performances will conclude 90 minutes prior to closing.

4. **Entertainment:** The premises shall operate as a multi-purpose art and cultural gallery space with weekly art exhibitions, live music, and performance programming, special presentations and events. Live music, entertainment, and performance is allowed in the space. There will be no built in or designated dance floor. There will be no cover charge to get in, however, there will be occasional ticketed events.
5. **Doors and Windows:** All doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when individuals are in the act of using a door for ingress or egress from the premises.
6. **Deliveries:** Applicant shall receive all deliveries of food, beverages and supplies during the hours of 10:00 am and 5:00 pm. Applicant shall instruct vendors that all delivery vehicles, as well as all trash companies trucks serving Applicant to use only the larger north/south alley at the rear of the building. At no time will delivery or trash trucks servicing this establishment block resident's ingress or egress from the narrow

east/west alley or from the parking spaces located at 1406 T Street or the parking space of the property located at Rear Swann Street.

- 7. Trash, Pick-Up and Removal:** Applicant will maintain regular trash/garbage removal service to ensure that trash does not build up beyond the capacity of covered trash cans. Trash pick-up must occur between the hours of 9:00am and 6:00 pm. Applicant agrees that there will be no outdoor disposal of glass bottles between the hours of 9:30 pm and 8:00am, and that nighttime disposal of any trash should be done so in consideration of nearby residents. The Applicant will make efforts to use surrounding trash companies so as to not clog up the alley with trucks.

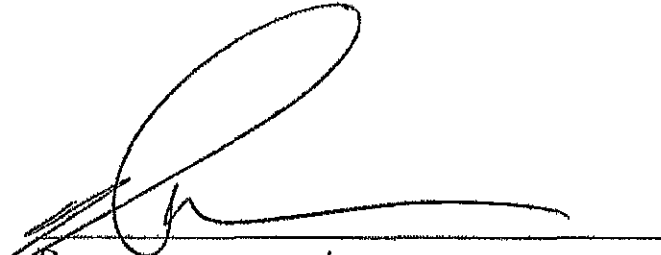
The trash and dumpster area should be kept clean and free of rats. The Applicant shall enclose the dumpsters and trash cans and keep dumpster lids tightly closed and incapable of being entered by rodents. The dumpsters and trash cans will be made of metal and located behind the gate to the alley in the open space on private property. At no point will trash be allowed in the public space of the alley.

- 8. Parking:** Applicant shall advertise the availability of off-street parking in the area of the establishment on its website and encourage patrons and employees to part at private garages or other off-street parking lots. The Applicant is encouraged to contract for valet parking and is further encouraged to partner with neighboring businesses to contract with a single valet parking stand shared among several businesses. In the event that valet parking is utilized, it shall be staged on 14<sup>th</sup> Street exclusively and no idling, standing or parking will be allowed in the alleys, on Swann Street or on T Street.
- 9. Consideration:** Applicant will encourage employees and patrons to be considerate of neighboring residents all times. Applicant will instruct employees who are smoking to do in an area where their conversations are not audible to residents.
- 10. Severability:** In the event that any part of this Agreement is found to be invalid, unenforceable, or not binding, the remaining portions shall remain in full force and effect and be fully binding on the parties.
- 11. Cooperation with Residents:** Applicant agrees to meet, as needed, with the residents to discuss any problems arising from the operation of the establishment. The Applicant agrees to work in good faith with the Residents to resolve these problems.
- 12. Withdrawal of Protest:** Residents agree to the issuance of the ABC license and the withdrawal of any protest upon execution of this Agreement and provided that his Voluntary Agreement is incorporated into the Board's order issuing, amending or

renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

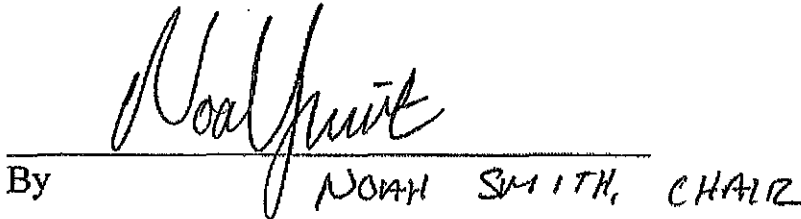
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

1832 NW, LLC d/b/a Art Soiree House



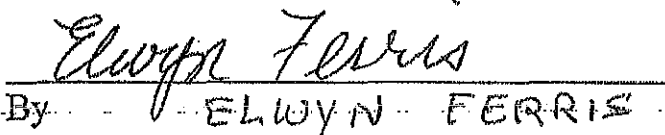
By SANDRO KERESLIDZE, DIRECTOR

ANC-2B



By NOAH SMITH, CHAIR

SHAW-DUPONT CITIZENS ALLIANCE, INC



By ELWYN FERRIS