

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

In the Matter of:

Kraken 3400, LLC
t/a Kraken Axes

Applicant for a New
Retailer's Class CT License

at premises
3400 Georgia Avenue, NW, Unit A
Washington, D.C. 20010

License No.: ABRA-109296
Order No.: 2018-361

Kraken 3400, LLC, t/a Kraken Axes (Applicant)

Kent C. Boese, Chairperson, Advisory Neighborhood Commission (ANC) 1A

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Kraken 3400, LLC, t/a Kraken Axes (Applicant), and ANC 1A have entered into a Settlement Agreement (Agreement), dated May 9, 2018, 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 and Chairperson Kent C. Boese, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 6th day of June, 2018, **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, except for the following modifications:

Section 2 (Nature of the Business) – The second sentence shall be modified to read as follows: “Any change from this model shall be considered by both Parties a great concern to residents and may require prior approval by the ABC Board.”

Section 3 (Hours of Operation and Sales) – Where appears in this Section, the language “hours of selling and serving alcohol” shall be replaced with the language “hours of selling, serving, and consuming alcohol.”

Section 3 (Hours of Operation and Sales) – Last paragraph, item (1), the language “and provide entertainment” shall be replaced with the language “and apply for an one-day substantial change permit, without objection from the ANC.”

Section 3 (Hours of Operation and Sales) – Last paragraph, item (3), the language “and provide entertainment” shall be replaced with the language “and apply for an one-day substantial change permit, without objection from the ANC.”

Section 4 (Floor Utilized and Occupancy) – The language “DC Code and Fire regulations” shall be replaced with the language “its Certificate of Occupancy.”

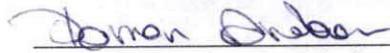
Subsection 5(c) (Capacity, Music, Noise, and Privacy) – The term “quite” shall be replaced with the term “quiet.”

Section 11 (Parking) – The language “care sharing” shall be replaced with the language “care sharing.”

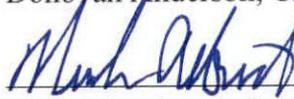
The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC 1A.

District of Columbia
Alcoholic Beverage Control Board



Donoyan Anderson, Chairperson



Nick Alberti, Member



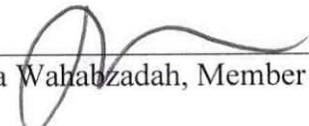
Mike Silverstein, Member



James Short, Member

Donald Isaac, Sr., Member

Bobby Cato, Member



Rema Wahabzadah, 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).



1A ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Valerie Baron
SMD 1A04 – Sadaf Mortezaei
SMD 1A07 – Sharon Farmer
SMD 1A10 – Rashida Brown

SMD 1A02 – Vickey A. Wright-Smith
SMD 1A05 – Christine Miller
SMD 1A08 – Kent C. Boese
SMD 1A11 – Dotti Love Wade

SMD 1A03 – Zach Rybarczyk
SMD 1A06 – Angelica Castañon
SMD 1A09 – Bobby Holmes
SMD 1A12 – Margaret Hundley

SETTLEMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made on this 9th day of May, 2018, by and between Kraken 3400, LLC t/a Kraken Axes (the “Applicant”), and Advisory Neighborhood Commission 1A (“Protestant”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a Retailers License Class “CT” Tavern for a business establishment located at 3400 A Georgia Avenue, NW, Washington, D.C. (the “Premises”);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control 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 an 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 (i) the peace, order, and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, 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 will manage and operate a tavern with an emphasis on axe throwing leagues/competitions and facility rentals. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

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

Sunday through Thursday 9:00 am – 2:00 am,
Friday and Saturday 9:00 am – 3:00 am

The Applicant's hours for selling and serving alcohol on premise shall be as follows:

Sunday through Thursday 9:00 am – 2:00 am
Friday and Saturday 9:00 am – 3:00 am

The Applicant's hours for selling and serving alcohol on the Summer Garden shall be as follows:

Sunday through Thursday 9:00 am – Midnight
Friday and Saturday 9:00 am – Midnight

The Applicant's hours of live entertainment on premise shall be as follows:

Sunday through Saturday 11:00 am – 1:00 am

The Applicant's hours of live entertainment (including amplified/recorded music), axe tossing, or any other organized group activities for summer garden shall be as follows:

Sunday through Thursday 11:00 am – 9:00 pm
Friday and Saturday 10:00 am – 9:00 pm

Provided, however, (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments" Applicant may serve alcoholic beverages and provide entertainment for one additional hour (that is, one hour later in the morning) or later hours as authorized; (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours Applicant may avail itself of such extended hours; (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4 am.

4. **Floors Utilized and Occupancy:** The Applicant will operate its establishment on the ground floor of the building and the summer garden. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.

5. **Capacity, Music, Noise, and Privacy:**

- a. Applicant shall at all times adhere to its occupancy limit as specific in its Certificate of Occupancy Permit, which shall remain posted in public view at all times.
- b. Applicant shall limit the number of patrons on the summer garden to no more than 300 patrons or its Certificate of Occupancy Permit, whichever is lower.
- c. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will encourage employees and patrons 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 peace, order, quiet enjoyment and tranquility of residents in the enjoyment of their homes or generate a noise complaint.

- d. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all reasonably necessary actions to ensure that music and noise from the Establishment are not audible within the adjacent residential properties. Applicant agrees to implement sound suppression measures that will mitigate noise from the establishment, including axe throwing, that may be heard in surrounding residents' homes. Doors and windows (excluding service windows) facing Morton Street will be closed after 9:00 p.m. except as needed for the purpose of patrons to enter and exit. Doors and windows will also be closed after 9:00 pm whenever live music is being played at the establishment.
- e. Applicant shall configure all outdoor lighting to minimize light from entering adjacent residential properties.
- f. Applicant shall configure any and all speaker systems such as to minimize sound from being heard outside the premises.
- g. The parties agree to cooperate in conducting noise level checks to assure compliance with this subsection. In the event there shall be a violation of this subsection, Applicant shall take all steps reasonably necessary to prevent the repetition of such violation.

6. Entertainment: The Applicant may offer facilities for live performances with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The Applicant shall configure any and all speaker systems such as to minimize sound from being heard in the adjacent residential area. The parties agree to cooperate in conducting noise level checks to assure compliance with this subsection. In the event there shall be a violation of this subsection, the Applicant shall take all steps necessary to prevent the repetition of such violation. The Applicant will notify performers of the terms of the Entertainment endorsement, including hours on the Summer Garden, as necessary to maintain peace, order, and quiet in the surrounding residential area.

7. Public Space and Trash: Applicant shall keep the sidewalk, tree box(es), and abutting public spaces clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations, and will inspect these areas a minimum of twice per day. Applicant will strictly comply with D.C. Municipal Regulations § 20-604 and to that end not engage in open burning of wood pallets or other wood debris. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the current parking area. Applicant will cause to be erected privacy fencing to screen the dumpster from immediate view at street level on Morton Street. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant shall request that its trash and recycling contractors collect trash and materials no earlier than 9:00 a.m. and no later than 5:00 p.m. Recyclables will not be dumped after 10:00 p.m.

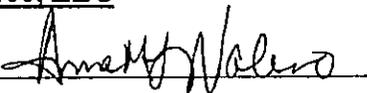
8. **Security:** The Applicant agrees to support the creation of a Georgia Avenue ABC Board Metropolitan Police Department Reimbursable Detail Program with other local businesses, whereby police officers will be assigned to patrol the immediate environs of the Premises from 11:30 pm to 3:30 am on Friday and Saturday nights; provided, that in the event that the Licensee shall avail itself of the ABC Board's Holiday Extension of Hours program (whereby, licensed establishment may remain open until 4:00 am), on all such occasions, The Reimbursable Detail program shall operate from 12:30 am to 4:30 am.
9. **Cameras:** Applicant shall install security cameras inside the establishment and on the Summer Garden. The Applicant shall ensure that:
 - a. The cameras used by the establishment are operational;
 - b. Any footage of a crime or incident that threatens public safety is maintained for a minimum of 30 days; and,
 - c. The unedited security footage is made available within 48 hours upon request of ABRA or MPD.
10. **Rats and Vermin Control:** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.
11. **Parking:** Applicant will encourage transit use and care sharing, and will add messages to its Web site and customer information discouraging patrons from parking in the surrounding neighborhood. The applicant will maintain an area on the premises with at least five (5) off-street parking spaces. Applicant will direct patrons who drive to use available on street metered parking spaces rather than parking on residential streets.
12. **License Ownership and Compliance with ABRA Regulations:** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.
13. **Participation in the Community:** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.
14. **Notice and Opportunity to Cure:** In the event that any of the parties is in breach of this Agreement, the party shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of 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 Applicant or the licensee 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 breach and diligently pursues such cure) failure shall constitute a cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25- 446(e) in order to enforce the provisions of the Agreement. Unless otherwise noted above, any notices

required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time or receipt or refusal of receipt.

If to Applicant:
Kraken 3400 LLC, t/a Kraken Axes
3400 Georgia Ave., NW
Washington, DC
Attn: Anna Valero
(202) 876-2470

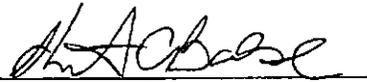
If to Protestants:
Advisory Neighborhood Commissions 1A
3400 11th Street, NW
Washington, DC
Attn: Kent Boese, Chairman
202- 944-8111

Kraken 3400, LLC

Signature: 

Print Name: Anna Valero

ANCI

Signature: 

Print Name: Kent C. Boese