

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

In the Matter of:)
)
Visionary Management Association, LLC)
t/a Aurora Market)
)
Applicant for a New)
Retailer’s Class CT License)
)
at premises)
500 Irving Street, NW)
Washington, D.C. 20010)
)

License No.: ABRA-123567
Order No.: 2023-091

Visionary Management Association, LLC, t/a Aurora Market, Applicant

Brian Footer, Chairperson, Advisory Neighborhood Commission (ANC) 1E

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Visionary Management Association, LLC, t/a Aurora Market (Applicant), Applicant for a New Retailer’s Class CT License and ANC 1E have entered into a Settlement Agreement (Agreement), dated January 12, 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 Chairperson Brian Footer, on behalf of ANC 1E, are signatories to the Agreement.

Accordingly, it is this 1st day of March 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 Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac432b925f05f09e4e73669d1eccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 347cc7d9238e0e8c19326e2041c1

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 2c5d3fca01e105d7f4b75bd7817d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e01845e1f9e1016155e0e12f81ec

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172031c550447491b5f6e2441827

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 3d27bda7f0004f0e14adeb52541ce5

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 Regulation 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).

ADVISORY NEIGHBORHOOD COMMISSION 1E

SMD 1E01 – Vacant
SMD 1E04 – Rashida Brown
SMD 1E07 – Brian Footer

SMD 1E02 – Bobbie Lancaster
SMD 1E05 – Vacant

SMD 1E03 – Michael Wray
SMD 1E06 – Josh Jacobson

SETTLEMENT AGREEMENT

THIS VOLUNTARY AGREEMENT “Agreement” is made on this 12 day of January 2023 by and between Visionary Management Association, LLC (“Applicant”) and the Advisory Neighborhood Commission 1E (“Protestant”) collectively, (“the Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a Retailer’s Class “C” Tavern License for a business establishment (“Establishment”), Aurora Market, located at 500 Irving St, N.W., Washington, D.C. (“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 a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such 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 provisions set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The provisions set forth above are incorporated herein by reference.
2. **Nature of the Business.** the Establishment will be a convenience store and Tavern serving cheese plates and tapas with a total occupancy of 40 with a seating of 40, including a sidewalk café with 16 seats and basement level seating for food and alcohol consumption and live entertainment.
3. **Hours of Operation and Sales.** The Applicant 's hours of operation shall be as follows:
The Applicant’s hours of operation and hours of alcoholic beverage sales, service and consumption, and live entertainment inside of the premises with cover charge upon ABRA approval shall be as follows:

Sunday through Saturday 11:00 a.m. – 11:00 p.m.

The Applicant’s hours of operation and hours of alcoholic beverage sales, service and consumption for sidewalk café shall be as follows:

Sunday through Saturday 11:00 a.m. – 8:00 p.m.

4. **Floors Utilized and Occupancy.** The Applicant will operate its Establishment on the premises and sidewalk café. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.

5. **Noise, Entertainment and Privacy:**

Applicant will strictly comply with D.C. Official Code § 25-725. Applicant agrees to implement sound suppression measures that will mitigate any noise from this Establishment and sidewalk café that impacts abutting residential properties that may be heard within those surrounding homes. Notwithstanding coronavirus (COVID-19) standards required by the Government of the District of Columbia, the Applicant agrees to keep its doors and windows closed when live music is being played at the Establishment or other entertainment where an amplifier is in use. If necessary, the Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry and exit doors.

Applicant may offer entertainment for patrons only with an entertainment endorsement and may have recorded or background music with small speakers and no amplifier or disc jockey or DJ without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, comedy shows, karaoke, game night/trivia, poetry readings and disc jockeys. The term "entertainment" shall not include the operation of a juke box, a television, a radio or other prerecording music.

Applicant shall configure any and all speaker systems such as to minimize sound from being heard outside the Premises.

Applicant agrees to post notices notifying patrons and employees to be respectful of the residential area: No littering, no loitering and no excessive noise.

6. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb and abutting public spaces and alley clean and free of litter, bottles and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently during operating hours to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure the area around the dumpster is kept clean at all times and the dumpster is placed such as it does not encroach on abutting property owners and so that no garbage is placed on the abutting property.
7. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and area around the Premises properly cleaned at the end of each night to ensure that there is no garbage and odor present the following morning.
8. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to Protestants that it shall abide by all ABRA regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that the Protestants shall have standing to ask the ABC Board to enforce any violations of the Agreement.
9. **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 precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or

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 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) then such failure shall constitute a cause for the ANC to file a complaint with the ABRA Board pursuant to D.C. Official Code § 25-447 and 25-446(e). Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, returned receipt requested, postage prepaid, or hand delivered, to the other parties pursuant to this Agreement at the following addresses. Notice shall be deemed given at the time of the receipt or refusal of the receipt:

If to Applicant:
Visionary Management Association, LLC
Aurora Market
500 Irving St, NW
Washington, DC 20010

If to Applicant:
Advisory Neighborhood
Commission 1E
2605 Sherman Ave, NW
Washington, DC 20001

Pablo Ortiz Jr
Pablo Ortiz Jr., MBA, DML
Founder
Visionary Management Association, LLC
Aurora Market

Rashida Brown
Rashida Brown
Commissioner, SMD 1E04
Advisory Neighborhood Commission 1E
District of Columbia Government

Failure to give notice shall not constitute a waiver or acquiesce to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

Certification:

After providing sufficient notice for and with a quorum of 5 present at its January 12, 2023 meeting, Advisory Neighborhood Commission 1E voted, with 5 Yeas, 0 Nos and 0 Abstentions, to adopt the above resolution.



Brian Footer
Chairperson, ANC 1E



Josh Jacobson
Secretary, ANC 1E