

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

<b>In the Matter of:</b>	)	
	)	
JBS, Inc.	)	
t/a Rocklands Barbeque and Grilling Company	)	
	)	
Applicant for a New	)	
Retailer's Class DT License	)	License No. ABRA-091974
	)	Order No. 2013-282
at premises	)	
1271 1 <sup>st</sup> Street, S.E.	)	
Washington, D.C. 20003	)	

JBS, Inc., t/a Rocklands Barbeque and Grilling Company (Applicant)

Andy Litsky, Chairperson, Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that JBS, Inc., t/a Rocklands Barbeque and Grilling Company, Applicant for a new Retailer's Class DT license, located at 1271 1<sup>st</sup> Street, S.E., Washington, D.C., and ANC 6D have entered into a Settlement Agreement (Agreement), dated April 30, 2013, 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 Andy Litsky, on behalf of ANC 6D, are signatories to the Agreement.

**JBS, Inc.**  
**t/a Rocklands Barbeque and Grilling Company**  
**License No. ABRA-091974**  
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Accordingly, it is this 12<sup>th</sup> day of June, 2013, **ORDERED** that:

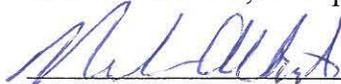
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 6D.

**JBS, Inc.**  
**t/a Rocklands Barbeque and Grilling Company**  
**License No. ABRA-091974**  
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District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



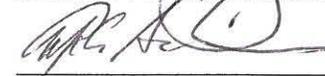
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

★ ★ ★ Advisory Neighborhood Commission 6D  
██████████  
██████████

1001 4<sup>th</sup> Street, SW, Suite W130  
• Washington, DC 20024  
ANC Office: 202 554-1795  
■ FAX: 202 554-1774  
[office@anc6d.org](mailto:office@anc6d.org)

### SETTLEMENT AGREEMENT

THIS SETTLEMENT/COOPERATIVE AGREEMENT ("Agreement") is made on this 30<sup>th</sup> day of April 2013 by and between Rocklands Barbeque and Grilling Company, 2418 Wisconsin Avenue, NW, Washington, DC 20007 (ABRA License #091974) ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties").

#### PREAMBLE

Through this agreement, both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

#### WITNESSETH

WHEREAS, Applicant has applied for a Class "C" Tavern License for its Food Truck ("Establishment") which will be parked at 1271 1<sup>st</sup> Street, S.E., Washington, DC 20003 ("Premises"); and

WHEREAS, the Applicant agrees to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; 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, within the ANC, on (i) the peace, order and quiet of the neighborhood and (ii) parking, pedestrian safety and vehicular traffic, to protect the interests of the neighborhood, its residents and other businesses, and to eliminate the need for a Protest Hearing regarding the license application.

WHEREAS, All parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment; and

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;

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 an Establishment with seats and standing outside, with the total occupancy of the establishment 185.
3. **Hours of Operation and Sales**  
**The applicant's hours of operation of the Establishment and the hours of sale and service of alcohol shall be:**  
Monday to Sunday, 9:30 a.m. to 11:00 p.m. (The applicant is planning to operate its food truck in connection with the Washington Nationals home games, i.e. beginning operation 2.5 hours prior to any home game, during any home game and immediately after any home game. Games start as early as 11:05 a.m. and as late as 7:15 p.m.)
4. **Public Transportation Notification.** Public Transportation Notification. We recognize that Applicant has no dedicated vehicular parking spaces and that often a large number of patrons and attendees of special events will be expected; therefore, we encourage the Applicant to notify patrons when appropriate about convenient public transportation available nearby.
5. **Noise and Privacy.** Applicant will comply with D.C. Official Code 25-725 and to that end shall take all necessary actions to ensure that music, noise and vibration from the Establishment (including the outdoor spaces) are not audible to the extent provided for in DC Official Code 25-725. If mutually determined by ANC 6D and the applicant that the area surrounding the Establishment has developed with additional residential and business occupants that are negatively affected by noise from the Establishment as provided for in D.C. Official Code 25-725, the Applicant and ANC 6D (as represented by the SMD Commissioner and ABC Committee) shall work together to determine the most appropriate options for noise mitigation, especially in the outdoor areas.
6. **Public Space and Trash.** Applicant shall keep the approach to the Food Truck clean and free of litter and other debris in compliance with D.C. Code and Municipal Regulations. The applicant will provide trash pick up and recycling to remove trash daily. Applicant shall ensure that any trash cans for which applicant is responsible does not encroach on abutting property, that the area is kept clean, and that no garbage will be placed on any abutting property.
7. **Rats and Vermin Control.** The landlord shall be responsible for providing rat and vermin control for its property. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
8. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant agrees that it shall take all necessary steps to minimize such problems. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant shall have

security personnel stationed at the main entrance, at the bar and roaming inside the venue depending upon the size and nature of the event scheduled. Security and bartenders will be instructed to remain alert to spot patrons who are becoming intoxicated and prevent them from being over served.

9. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the 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.

10. **Participation in the Community.** Applicant agrees to seek to maintain open communication with ANC 6D, and the community for which the ANC acts.

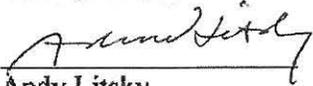
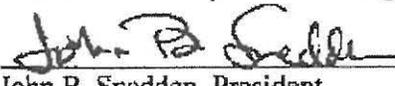
11. **Notice and Opportunity to Cure.** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If 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 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 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 of receipt or refusal of receipt:

If to Applicant:       Rocklands Barbeque and Grilling Company  
                                  Attn: John B. Snedden  
                                  2418 Wisconsin Avenue, NW  
                                  Washington, DC 20007

If to Protestants:       Advisory Neighborhood Commission 6D  
                                  1101 4<sup>th</sup> Street, S.W., Suite W130  
                                  Washington, DC 20024  
                                  Attn: Chair, ANC  
                                  (202) 202 554-1795  
                                  Fax (202) 202 554-1774  
                                  Email: office@anc6D

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

11. *Withdrawal of Protest.* Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:		APPLICANT:	
Chair, ANC6D		Rocklands Barbeque and Grilling Company	
	5/18/13		4/30/13
Andy Litsky	Date	John B. Snedden, President	Date