

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

**In the Matter of:**

Brookland's Finest, LLC  
t/a Brookland's Finest Bar & Kitchen

Applicant for a New  
Retailer's Class CT License

at premises  
3126-3128 12th Street, N.E.  
Washington, D.C. 20017

License No. ABRA-092010  
Order No. 2013-372

Brookland's Finest, LLC, t/a Brookland's Finest Bar & Kitchen (Applicant)

Jose L. Barrios Jr., on behalf of A Group of Residents

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

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Brookland's Finest, LLC, t/a Brookland's Finest Bar & Kitchen, Applicant for a new Retailer's Class CT license, located at 3126-3128 12th Street, N.E., Washington, D.C., and A Group of Residents have entered into a Settlement Agreement (Agreement), dated June 17, 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 Jose L. Barrios Jr., on behalf of the Group of Residents, are signatories to the Agreement.

Accordingly, it is this 14<sup>th</sup> day of August, 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, except for the following modifications:

Section 4 shall be removed.


Section 11 – The following sentence shall be modified to read as follows:  
“The parties agree that if reasonable discussions of violations are not resolved then any failure of the Applicant to adhere to the foregoing commitments would constitute a breach of this agreement and grounds for the Residents to file a complaint with the ABC Board, as provided by the D.C. Regulations.”

The parties have agreed to these modifications.

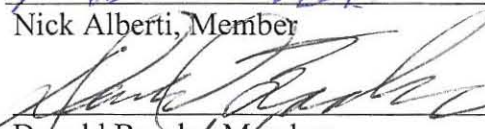
2. Copies of this Order shall be sent to the Applicant and Jose L. Barrios Jr., on behalf of the Group of Residents.

**Brookland's Finest, LLC**  
**t/a Brookland's Finest Bar & Kitchen**  
**License No. ABRA-092010**  
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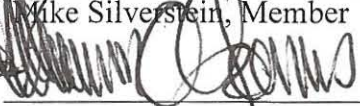
District of Columbia  
Alcoholic Beverage Control Board

  
Ruthanne Miller, Chairperson

  
Nick Alberti, Member

  
Donald Brooks, Member

  
Mike Silverstein, Member

  
Herman Jones, 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.

## SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 17<sup>th</sup> day of June, 2013 by and between Brookland's Finest, LLC (hereinafter the "Applicant"), and the designated representative of a group of residents who live in proximity of the establishment in question (hereinafter "Residents").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a Retailer's Class "C" Tavern license for the premises of 3126-3128 12<sup>th</sup> Street NE, Washington, DC 20017 (hereinafter the "Restaurant.")

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Residents' concerns in exchange for issuance of the ABC license without need to file a Protest.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

**1. Noise Suppression:** There shall be no loud or live music performed, nor acoustic speakers placed, outside the Restaurant or on the Summer Garden. Music from inside the Restaurant shall not be audible at any time on the opposite (northwest) corner of Jackson and 12<sup>th</sup> Streets NE. Reasonable sound attenuation methods will be utilized to minimize noise from inside the restaurant spilling outside; examples may include but are not limited to building a second set of entry doors or use of a heavy curtain separating the entrance from the seating area of the restaurant. The Restaurant's operation shall at all times be in compliance with the D.C. Noise Control Act. Applicant will encourage employees and patrons, by posted signs or other printed notation on the front door and inside the bathrooms, and verbally as needed, 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.

**2. Summer Garden:** The Restaurant will undertake reasonable efforts to deploy vegetation and planters around the outside Summer Garden area. Service of food and alcoholic beverages on the outdoor Summer Garden shall at all times be for seated patrons only, who will be served by Restaurant staff. There will be no service of food or alcoholic beverages at any time to any standing patron at the bar that adjoins the Summer Garden. Patrons from inside the Restaurant shall not be permitted to bring alcoholic beverages and stand outside on the Summer Garden. Once the Summer Garden is closed each evening at the hour listed on the Applicant's license application, all patrons shall be vacated and the "garage door" separating the Summer Garden from the interior shall be closed.

**3. Dining and Kitchen.** Restaurant must be maintained as a tavern offering full waiter service and a kitchen that is open until at least two hours before closing every night. Restaurant will

maintain a dinner menu commensurate with the menu presented in the original business plan. The restaurant may offer "light fare" or a "light menu" before and after dinner hours.

**4. Special Events:** The Restaurant will not advertise alcoholic drink specials that are specifically geared towards college students.

**5. Trash Pick-Up and Removal:** Applicant will maintain regular trash/garbage removal service, a minimum of 3 times per week (days to be decided by owner and business necessity) only during the hours from 9:00 am to 5:00 pm, from the trash and dumpster area and see that those areas are regularly kept clean. An exception will be where the city declares air quality or other environmental or weather concerns, at which point the Restaurant will be exempted from the trash pick-up hours requirement for that day. Applicant shall keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will conduct regular rodent and pest (insect) abatement as needed. Dumpsters are not to be visible from the street or from the next door neighbor, and Applicant must use fencing or planters with vegetation to hide them. Applicant will provide for proper removal of grease and fatty oils from the Restaurant and will not deposit grease or fatty oils in dumpsters or down drains. Bottles shall be dumped into the recycling bins outside only between the hours of 9:00 am and 10:00 pm, and they will be disposed of in bags to reduce noise.

**6. Litter and Debris Removal:** The Restaurant will comply with applicable D.C. laws and regulations with respect to removal of litter and debris on its premises. Applicant will encourage employees and patrons, by posted signs or other printed notation on the front door and inside the bathrooms, and verbally as needed, to be considerate of residents in the neighborhood by not littering as they are departing the premises. Applicant will petition the D.C. Department of Public Works (DPW) for a DPW-owned and maintained trash can to be placed on the corner of 12<sup>th</sup> and Jackson Streets, NE adjacent to the restaurant for the benefit of patrons leaving the restaurant, and will post a copy of that petition to the Brookland listserve (<http://groups.yahoo.com/group/Brookland>). As a service to the community, Applicant will send an employee, every morning before opening, to make best efforts to clean up litter for 25 feet beyond the restaurant property lines down Jackson and 12th Streets NE and their adjoining sidewalks, as well as the abutting alley. It is understood that only best efforts are required, and restaurant will have no liability beyond what is required by applicable D.C laws and regulations.

**7. Parking and Bicycles:** Applicant shall support community efforts to obtain residential zoned parking on the 3100 block of 12<sup>th</sup> Street NE and the 1000 block of Jackson Street, NE, at a minimum by writing letters of support to the appropriate government agencies and posting copies of them to the Brookland listserve. Applicant shall petition the D.C. Department of Transportation (DDOT), or otherwise work with government officials, for the installation and maintenance of DDOT-approved bicycle racks at a convenient location on the Restaurant's premises, and will post a copy of that petition or other evidence of compliance to the Brookland listserve. Applicant will encourage employees and patrons, by posted signs or other printed notation on the front door and inside the bathrooms, and verbally as needed, to be considerate of residents in the neighborhood by complying with nearby residential parking zones and regulations.

8. **Smoking:** Applicant will instruct patrons who are smoking to do so in a limited designated area on the 12<sup>th</sup> Street NE side of the premises without service of food or alcoholic beverages.

9. **Cooperation between Applicant and Residents:** Applicant and Residents' designated representative agree to meet, as needed, to discuss any problems arising from the operation of the Restaurant, or challenges arising from its compliance with the Agreement. The Applicant and Residents both agree to work in good faith to resolve these challenges and problems.

10. **Addition to License:** The Residents agree not to protest, and agree to the issuance of Applicant's license upon execution of this Agreement, provided that this Agreement is incorporated into the ABC Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with this Agreement.

11. **Right to Protest:** The parties agree that Applicant will be given notice of any alleged violation of this Agreement, and will be afforded reasonable time to investigate and respond to any such complaint (not greater than ten (10) days). The parties agree that if reasonable discussions of violations are not resolved then any failure of the Applicant to adhere to the foregoing commitments would constitute a breach of this agreement and grounds for the Residents to petition the ABC Board for issuance of an order to Show Cause, as provided by the D.C. Regulations.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 17<sup>th</sup> day of June, 2013.

APPLICANT:

BROOKLANDS FINEST LLC

By:

[Signature] MANAGING MEMBER

RESIDENTS:

[Signature]

Jose L. Barrios Jr., as designated representative of 149 residents, listed in Exhibit A attached to this Agreement, who live in proximity to Applicant's Restaurant.