

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

_____)	
In the Matter of:)	
Jlar, LLC)	
t/a District 2 Bar & Grille)	
Holder of a)	License No. ABRA-077455
Retailer's Class CT License)	Order No. 2013-509
at premises)	
3238 Wisconsin Avenue, N.W.)	
Washington, D.C. 20007)	
_____)	

Jlar, LLC, t/a District 2 Bar & Grille (Licensee)

Victor Silveira, Chairperson, Advisory Neighborhood Commission (ANC) 3C

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 Jlar, LLC, t/a District 2 Bar & Grille (Licensee) and ANC 3C have entered into a Settlement Agreement (Agreement), dated September 17, 2013, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Victor Silveira, on behalf of ANC 3C, are signatories to the Agreement.

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Accordingly, it is this 30th day of October, 2013, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 1 (Consultation) shall be removed.

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Licensee and ANC 3C.

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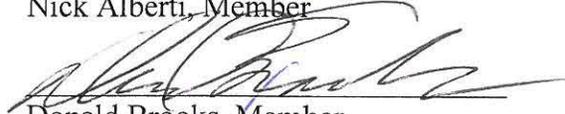
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



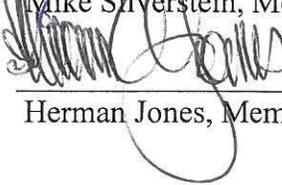
Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, any party adversely affected 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.

	<p align="center">ADVISORY NEIGHBORHOOD COMMISSION 3C GOVERNMENT OF THE DISTRICT OF COLUMBIA CATHEDRAL HEIGHTS • CLEVELAND PARK MASSACHUSETTS AVENUE HEIGHTS MCLEAN GARDENS • WOODLEY PARK</p>
<p><i>Single Member District Commissioners</i> 01-Lee Brian Reba * 02-Gwendolyn Bole * 03-Jeffrey Kaliel 04-Richard Steacy * 05-Margaret Siegel * 06-Carl Roller 07- Victor Silveira * 08-Catherine May * 09-Nancy MacWood</p>	<p align="right">3601 Connecticut Avenue, NW Suite L-06 Washington, DC 20008 Website http://www.anc3c.org Email all@anc3c.org</p>

Voluntary Agreement

By and Between District Restaurant Group, trading as District 2 Bar and Grill ("District 2"), 3238 Wisconsin Avenue, NW, Washington, DC 20016, and Advisory Neighborhood Commission 3C ("ANC 3C")

Witnesseth That:

WHEREAS the District 2 Bar and Grill wishes to continue to operate a respectable and successful business operating in the Macomb Wisconsin Commercial Overlay District, and does not wish to impose a burden, annoyance, or nuisance upon the residents of ANC 3C; and

WHEREAS ANC 3C wishes to support the establishment of desirable businesses that will serve the residents of ANC 3C; and

WHEREAS ANC 3C wishes to maintain the safety, peace, order, and quiet of the neighborhood, and

WHEREAS ANC 3C wishes to support the renewal application of District 2 for a Class CT liquor license from the Alcohol and Beverage Regulatory Administration; and

Wherefore the parties agree to the following terms and conditions:

1. Consultation: District 2 agrees to consult upon request with ANC 3C to ensure that business operations do not adversely affect the surrounding neighborhood.

2. No Competitive Disadvantage: ANC 3C will endeavor not to unduly burden or place District 2 at a competitive disadvantage through future agreements with other businesses located in the former or current Macomb Wisconsin Commercial Overlay District operating with a Class CT license. ANC 3C reserves the right to modify agreements with other such businesses depending on circumstances.

3. Public Space Cleanliness and Maintenance: District 2 will maintain the public space, including the alleyway behind the subject premises and adjacent to the establishment in a clean and litter-free condition, including but not limited to promptly

removing or painting over any graffiti, keeping the dumpsters covered, and watering and tending tree boxes abutting the premises. District 2 will not serve any patrons with disposable drink containers.

4. Business Hours: Notwithstanding any agreements or permissions to the contrary, District 2 agrees not to remain open or to serve alcoholic beverages past the hour of 2AM Sunday through Thursday, or past the hour of 3AM Friday and Saturday, including to private patrons or parties. Final call for drinks will be one-quarter hour before closing. District 2 shall close outdoor café portions of the establishment at 11:00PM Sunday through Thursday, and at midnight on Friday and Saturday, including private patrons or parties. Final call for drinks shall be one-quarter hour before closing of the outdoor café.

5. Noise: District 2 agrees to ensure that sounds originating from within the establishment are inaudible 50 feet from the establishment. District 2 agrees to post notices encouraging patrons to respect the tranquility of the neighborhood when leaving at late hours, and further to actively ensure that patrons entering public space outside the establishment are conducting themselves in an orderly and quiet manner and leave the area immediately.

6. Support by ANC 3C: ANC 3C agrees to support District 2's submission for a Class CT license to the Alcoholic Beverage Regulatory Administration.

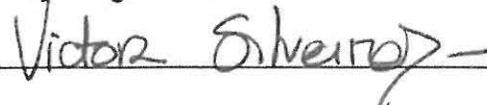
In Witness Whereof, The parties hereto have affixed their hands

District 2:

By  Date 9/17/13

Gaynor Jablonski

Advisory Neighborhood Commission 3C:

By  Date 9/17/2013

Victor Silveira, Chair, ANC 3C