

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

In the Matter of:

Jenkins Capital BBQ, LLC
t/a Jenkins Capital BBQ

Applicant for a New
Retailer's Class CR License

at premises
3365 14th Street, N.W.
Washington, D.C. 20010

Case No.: 17-PRO-00018
License No.: ABRA-105010
Order No.: 2017-299

Jenkins Capital BBQ, LLC, t/a Jenkins Capital BBQ (Applicant)

Christine Miller, Commissioner, Advisory Neighborhood Commission (ANC) 1A

Sharon Farmer, on behalf of A Group of Five or More Individuals

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Jake Perry, Member
Donald Isaac, Sr., Member

**ORDER ON SETTLEMENT AGREEMENT AND DISMISSAL
OF A GROUP OF FIVE OR MORE INDIVIDUALS' PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Jenkins Capital BBQ, LLC, t/a Jenkins Capital BBQ (Applicant), Applicant for a new Retailer's Class CR license, located at 3365 14th Street, N.W., Washington, D.C. and ANC 1A have entered into a Settlement Agreement (Agreement), dated April 21, 2017, 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 Commissioner Christine Miller, on behalf of ANC 1A, are signatories to the Agreement.

In addition, the Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 10th day of May, 2017, **ORDERED** that:

1. The Application filed by Jenkins Capital BBQ, LLC, t/a Jenkins Capital BBQ, for a new Retailer's Class CR License, located at 3365 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. 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 1 (Hours of Alcohol Sales) – The language "or ABRA" shall be removed.

Subsection 2(b) (Sidewalk Cafe) – The language "Any increase in such seating shall be considered a substantial change of the License" shall be replaced with the language "Any increase in such seating shall be of great concern to the community."

Section 6 (Notice and Opportunity to Cure) – The language "shall constitute cause for seeking a Show Cause Order from the ABC Board" shall be replaced with the language "shall constitute cause for filing a complaint with the ABC Board."

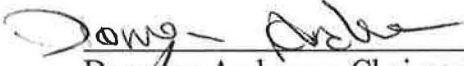
Section 10 (Binding Effect) – The language "and assigns" shall be removed.

Section 11 (Modifications) – This Section shall be modified to read as follows:
"This Agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement or as required by District law.

The parties have agreed to these modifications.

3. The Protest of the Group of Five or More Individuals is **DISMISSED**;
4. This Settlement Agreement replaces and supersedes previous Settlement Agreements;
and
5. Copies of this Order shall be sent to the Applicant, ANC 1A, and Sharon Farmer, on behalf of A Group of Five or More Individuals.

District of Columbia
Alcoholic Beverage Control Board



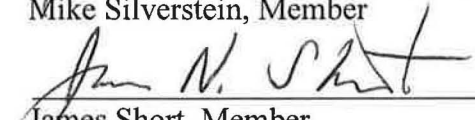
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, Member

Jake Perry, Member



Donald Isaac, Sr., 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 – Richard DuBeshter
SMD 1A09 – Bobby Holmes
SMD 1A12 – Margaret Hundley

SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of April 2017 by and between Jenkins Capital BBQ, LLC (hereinafter the “Applicant”), and ANC 1A (collectively, the “Parties”).

WHEREAS, Applicant has filed application License No.: ABRA-105010 with the District of Columbia Alcohol Beverage Control Board (hereinafter “ABC Board”) for a Retailer’s Class “C” Restaurant license for a restaurant located at 3365 14th Street, N.W., Washington, D.C. (hereinafter the “Restaurant”);

WHEREAS, in recognition of the ABC Board’s policy of encouraging parties to address neighborhood concerns by negotiating agreements, the Parties hereto being desirous to enter into an agreement whereby Applicant will agree to adopt certain measures to address community concerns and community representatives will agree to support the application of the Retailer’s Class “C” License:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

1. **Hours of Alcohol Sale.** Applicant has the right, but is not obligated to, sell alcoholic beverages inside premises of the Restaurant, only during the hours of Sunday through Thursday 8:00 am – 2:00 am, Friday and Saturday 8:00 am – 3:00 am. Applicant shall offer food to its patrons at all times it is open. No alcoholic beverages shall be sold to patrons who are purchasing food for takeout or delivery services. On special occasions, such as daylight savings time, or during inaugurations, the Restaurant may stay open later as is permissible by DC law or ABRA.
2. **Sidewalk Café.** Applicant may have outside seating in accordance with a sidewalk café endorsement to its ABC license and a duly-issued public space permit, and may serve alcoholic beverages to seated patrons in such area, provided, the total capacity for such sidewalk café shall not exceed 48 seats.
 - a. Applicant shall not serve alcoholic beverages on its sidewalk café later

than Sunday – Thursday: closing by 11:00pm
Friday – Saturday: closing by 12:00am

Advisory Neighborhood Commission 1A
3400 11th Street NW #200
Washington, DC 20010

- b. Applicant will not place any items, including tables and/or chairs on the sidewalk café without proper licensing. Any increase in such seating shall be considered a substantial change of the License.
 - c. Applicant will take reasonably necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.
 - d. Applicant may have live entertainment with 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 term "entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecorded music, all of which are allowed within the restaurant. Applicant agrees that no live, recorded, or amplified music will be permitted on the sidewalk café.
 - e. Applicant will comply with D.C. Official Code § 25-725 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 keep its doors and windows closed when music is being played at the establishment, save and except to permit ingress and egress from the premises.
4. **Loitering.** Applicant shall take reasonable measures to ensure that its patrons do not loiter in front of or in the vicinity of the Restaurant.
5. **Public Space and Trash.** Applicant shall keep the sidewalk occupied by its public space and immediately adjacent areas of the Premises reasonably clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall monitor these areas sufficiently to assure that refuse and other materials are promptly removed.
6. **Notice and Opportunity to Cure.** In the event that any of the parties are 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, upon receiving notice, the noticed party will have thirty (30) calendar days to cure. Failure to cure within thirty (30) calendar days (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursue such cure) shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Any notices required to be made under this Agreements shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the respective parties at their business address. Notice shall be deemed given as of

the time of receipt or refusal of receipt.

10. **Binding Effect:** This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies.
11. **Modification:** This Agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

WHEREFORE, by signing of duly-authorized representatives for the Applicant and ANC 1A, Applicant hereby agrees to the aforementioned covenants and the ANC requests that this Agreement be incorporated into the ABC Board's order issuing a Class "C" License.


If to Applicant:
Jenkins Capital BBQ, LLC
3365 14th Street, N.W.
Washington, D.C.
Attn: Brad Jenkins
brad@belvoircollisioncenter.com

If to Protestants:
Advisory Neighborhood Commissions 1A
3400 11th Street, NW
Washington, DC
Attn: Christine Miller, Commissioner
202- 670-7046

Jenkins Capital BBQ, LLC

By: Brad Jenkins
Brad Jenkins (May 3, 2017)
Brad Jenkins, Manager

ANC 1A

Signature: 

Christine Miller
ANC 1A05