

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

In the Matter of:)	
)	
Mi Cuba Café, Inc.)	
t/a Mi Cuba Café)	
)	
Applicant for a New)	License No. ABRA-096613
Retailer's Class CR License)	Order No. 2014-493
)	
at premises)	
1424 Park Road, N.W.)	
Washington, D.C. 20010)	
)	

Mi Cuba Café, Inc., t/a Mi Cuba Café (Applicant)

Kevin Holmes, Commissioner, Advisory Neighborhood Commission (ANC) 1A

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Mi Cuba Café, Inc., t/a Mi Cuba Café, Applicant for a new Retailer's Class CR License, located at 1424 Park Road, N.W., Washington, D.C., and ANC 1A have entered into a Settlement Agreement (Agreement), dated November 12, 2014, 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 Kevin Holmes, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 3rd day of December, 2014, **ORDERED** that:

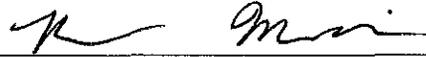
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 10 (Notice and Opportunity to Cure) – The following language shall be modified to read as follows: “The parties further agree that failure by the Applicant to adhere to the foregoing Voluntary Agreement will constitute ground for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 1A.

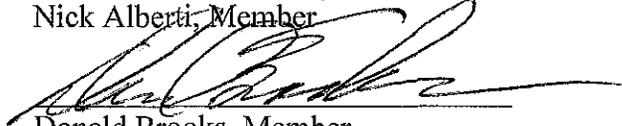
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member

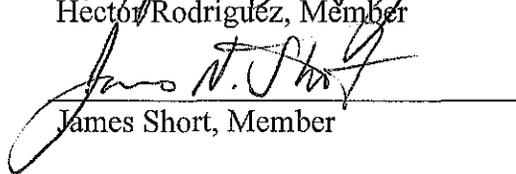
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, 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.

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).



ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Daniel Kornfield
SMD 1A04 – Morgan Corr
SMD 1A07 – Thomas Boisvert
SMD 1A10 – Anthony Cimino

SMD 1A02 – Vickey Wright-Smith
SMD 1A05 – Kevin Holmes
SMD 1A08 – Kent Boese
SMD 1A11 – Dotti Love Wade

SMD 1A03 – Steve Swank
SMD 1A06 – Patrick W. Flynn
SMD 1A09 – Bobby Holmes
SMD 1A12 – Rosalind M. Gilliam

SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of November 2014, by and between Mi Cuba Café, Inc. (hereinafter the “Applicant”), and Advisory Neighborhood Commission 1A (“ANC 1A”), (collectively, the “Parties”).

WHEREAS, Applicant has filed application License No.: ABRA-096613 with the District of Columbia Alcohol Beverage Control Board (hereinafter “ABC Board”) for a Retailers Class C license for a restaurant located at 1424 Park Road, N.W., Washington, D.C. (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 on entering into an agreement whereby Applicant will agree to adopt certain measures to address ANC 1A's concerns and ANC 1A 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. Loitering:** All due diligence shall be made by the Applicant to ensure that there is no loitering in front of or in the vicinity of the Restaurant, especially loud cursing, public drunkenness or other acts of aggression.
- 2. Smoking:** Applicant will encourage all patrons, by posted signs or other printed notation to smoke only in designated areas outside the Restaurant.
- 3. Hours of Alcohol Sale:** Applicant has right, but is not obligated to, sell alcoholic beverages in the Restaurant, only during the hours of 12:00 p.m. to 12:00 a.m. on weekdays (Sunday through Thursday) and 12:00 p.m. and 12:00 a.m. on Friday and Saturdays. Alcoholic beverages will be served primarily in conjunction with full meal service. 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 the Restaurant may stay open later is permissible by DC law or ABRA.
- 4. Trash Removal:** Applicant will maintain regular trash removal service at a minimum of

Settlement Agreement between ANC 1A and Mi Cuba Café, Inc.

three (3) times per week. The Applicant shall place all trash in sealed trash containers that are rodent proof and limit the release of odors.

5. **Noise and Noise Suppression:** Applicant acknowledges familiarity with and will comply with all noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DC Code 27-275. Sound emanating from any part of the establishment shall not be audible in residential structures in the vicinity. The Restaurant's operation shall at all times be in compliance with the D.C. Noise Control Act.
6. **Removal of Grease and Oils:** Applicant will provide for the proper removal of grease and oils and will not deposit these substances in standard trash containers.
7. **Odor Management:** Applicant shall maintain its ventilating system in proper working order and shall promptly address any concerns about odors or smell coming from the Restaurant.
8. **Litter and Debris Removal:** Applicant will maintain all areas adjacent to the Restaurant, up to and including the curb, in a clean and orderly manner, free of trash and litter, in full compliance with applicable D.C. regulations in this respect, as often as needed.
9. **Parking:** Applicant will encourage transit use, and will direct patrols to use nearby public parking facilities rather than parking on residential streets.
10. **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 or is a repetition of a prior breach, 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.
11. **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

Settlement Agreement between ANC 1A and Mi Cuba Café, Inc.

Agreement applies.

12. 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 ANC 1A withdraws its protest and objections to the issuance of the Class C License to Applicant, and Applicant and ANC 1A request that this Agreement be incorporated into the ABC Board's order issuing a Class C License.

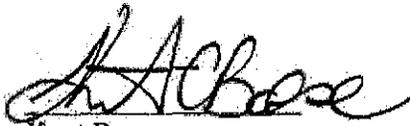

Kevin Holmes
Commissioner, ANC 1A05


Ariel Vallarques
Owner, Mi Cuba Café, Inc.

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Certification:

At a regularly scheduled and publicly noticed meeting held on November 12, 2014, Advisory Neighborhood Commission 1A considered the above resolution. With a quorum of _____ Commissioners present, the Commission voted with 9 yeas, 0 nos, and 0 abstentions to adopt the above resolution.


Kent Boese
Chairman, ANC 1A


Viokey Wright-Smith
Secretary, ANC 1A