

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

In the Matter of:)	
)	
Zest Bistro, Inc.)	
t/a Zest Bistro)	
)	
Holder of a)	
Retailer's Class CR License)	License No. ABRA-082432
)	Order No. 2013-544
at premises)	
735 8th Street, S.E.)	
Washington, D.C. 20003)	
)	

Zest Bistro, Inc., t/a Zest Bistro (Licensee)

Brian Flahaven, Chairperson, Advisory Neighborhood Commission (ANC) 6B

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

**ORDER ON SETTLEMENT AGREEMENT AND AMENDMENT TO
SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Zest Bistro, Inc., t/a Zest Bistro (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated May 9, 2013, that governs the operation of the Licensee's establishment. The Agreement was approved by the Board with modifications. The Parties then submitted an Amendment to Settlement Agreement (Amendment), dated July 30, 2013, approving and incorporating the Board's requested modifications.

The Agreement and the Amendment have been reduced to writing and have been properly executed and filed with the Board. The Licensee and Chairperson Brian Flahaven, on behalf of ANC 6B, are signatories to the Agreement and the Amendment.

Zest Bistro, Inc.
t/a Zest Bistro
License No. ABRA-082432
Page 2

Accordingly, it is this 13th day of November, 2013, **ORDERED** that:

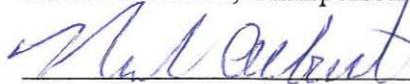
1. The above-referenced Settlement Agreement and Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment are **APPROVED** and **INCORPORATED** as part of this Order;
2. These Settlement Agreement and Amendment to Settlement Agreement replace and supersede all previous Settlement Agreements between the Parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

Zest Bistro, Inc.
t/a Zest Bistro
License No. ABRA-082432
Page 3

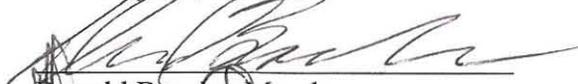
District of Columbia
Alcoholic Beverage Control Board



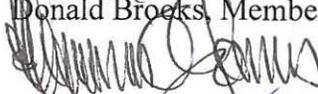
Ruthanne Miller, Chairperson



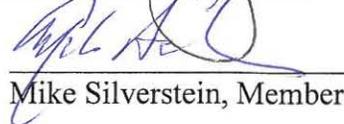
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected 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 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement ("Agreement") is made this 30th day of July 2013 by and between Zest Bistro, Inc. ("Applicant") and Advisory Neighborhood Commission 6B ("ANC 6B").

WITNESSETH

WHEREAS, Applicant is the current owner and operator of an ABC-licensed establishment located at 735 8th St. SE, Washington, DC 20003, and

WHEREAS, ANC 6B and the Applicant entered into an Agreement dated May 9, 2013, and

WHEREAS, It has come to the attention of ANC 6B that the ABC Board has approved the aforementioned Settlement Agreement with modification, and

WHEREAS, to bring the Settlement Agreement in line with the Board's modifications, the parties must agree to an Amendment to the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The first sentence of Paragraph 2, **Nature of the Business**, is amended to read: "The Applicant shall manage and operate at the address a place that is regularly used for the sale and service of prepared food and alcoholic beverages. "
3. **Noise, Odor and Privacy.** The fourth sentence in Paragraph 6, **Noise, Odor and Privacy**, is amended by deleting the word "seasonally."
4. **Rat and Vermin Control.** Paragraph 8, **Rat and Vermin Control**, should be deleted and amended by inserting, "The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are no garbage and odors present the following morning."
5. **Previous Agreements.** This Agreement is hereby amended to reflect the fact that it supersedes all previous Voluntary Agreements or Settlement Agreements between the parties.
6. **Agreement Otherwise in Full Force and Effect.** Except as otherwise explicitly provided herein, the most recent Agreement shall remain in full force effect and the Agreement and this Amendment shall constitute the agreement between the parties. The Agreement and Amendment may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

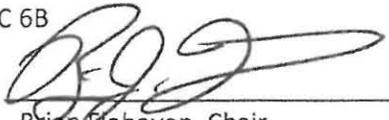
IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

APPLICANT:


By: Stephen D. Briggs

Date: 6/30/13

ANC 6B


By: Brian Flahaven, Chair

Date: 7/11/13

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 9 day of May 2013 by and between ZCSF ("Applicant"), and Advisory Neighborhood Commission 6B. (Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for a license for premises, 735 8th St SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "C" Restaurant Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, 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 a CR license at the listed address. The license shall have limited indoor seating of 88 patrons and outside (sidewalk) seating of 24 patrons. JAB
3. **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:

Inside Services	Sun-Thur	10a-2a	JAB
Sunday through Saturday	<u>Fri-Sat</u>	10a-3a	
Sidewalk Services	Sun-Wed	10a-11P	JAB
Sunday through Saturday	<u>Thur-Sat</u>	10a-12a	
4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment according to the occupancy indicated on the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs.

5. **Sidewalk Café.** Applicant will operate its sidewalk café in accordance with the Public Space Management Branch Certification. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness.
6. **Noise, Odor, and Privacy.** No objectionable noises, sounds, odors, or other conditions will be created by the Applicant. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that Applicant may open its window panels seasonally, and that music may be played at such times at a level not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors. The applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with the applicant's operations (e.g., air conditioning unit, grease fan) -- including installing sound-mitigating insulating material around the equipment, if necessary -- to comply with D.C. regulations, prevent an increase in existing sound level conditions of the site, and abate noises objectionable to the residential neighbors.
7. **Public Space and Trash.**
 - a. Applicant shall keep their entire property and the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.
 - b. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Applicant shall ensure that no trash is placed outside the establishment other than in a fully-closed dumpster. Applicant shall ensure that the lids on all dumpsters are fully closed at all times. Applicant shall not place trash in its dumpster in any manner that would prevent the full closure of the dumpster. Applicant shall ensure that all dumpsters used are properly maintained and replaced when damaged.
 - c. Applicant shall ensure that all grease is placed in a secure well-maintained container inside the property where possible. Any grease leak shall be cleaned up promptly and all containers shall be properly maintained and replaced when damaged or leaking.
 - d. Applicant will ensure timely trash disposal that is the least disruptive to the neighbors. To that end, no glass shall be recycled or otherwise disposed after ~~10~~ ^{11P} p.m. or before 7 a.m. Any glass material needing to be recycled or otherwise disposed between ~~10~~ ^{11P} p.m and 7 a.m. shall be stored inside the Applicant's establishment until 7 a.m.

11P JAB

JAB

11P

- e. Commercial trash pick up in residential areas takes place between 7 a.m.-7 p.m. Applicant shall not allow for its trash to be picked up outside of those hours.
- 8. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request. Applicant shall maintain property and take landscaping steps, such as removing thick ground cover, trimming bushes, closing rat holes, and using pond stones where needed, to reduce habitat for rats and vermin. Applicant shall have the Establishment and the area around the Premises and its dumpsters properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
- 9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.
- 10. **Compliance with ABRA Regulations.** Applicant promises 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.

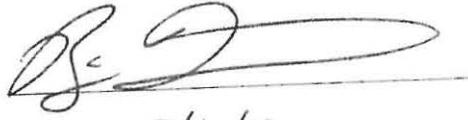
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: Zest Bistro
735 8th St, SE
 ABRA 082432
 [STREET ADDRESS], SE
 Washington, DC 20003
 _____, Managing Member
 [PHONE NUMBER] 202-544-7171

[Signature]
 Date: 5/9/13

Advisory Neighborhood Commission 6B
 Washington, DC 20003
 Brian Flahaven, Chairperson
 (202) 543-3344

Fax (202) 543-3507

A handwritten signature in black ink, consisting of a stylized first letter 'R' followed by a cursive name and a long horizontal flourish.

Date: 5/19/13

 **ANC 6B**
Capitol Hill / Southeast

921 Pennsylvania Avenue SE
Suite 305
Washington, DC 20003-2141
202-543-3344 (office)
202-543-3507 (fax)
office@anc6b.org

Executive Director
Susan Eads Role

OFFICERS

Chair
Brian Flahaven

Vice-Chair
Ivan Frishberg

Secretary
Philip Peisch

Treasurer
Brian Pate

Parliamentarian
Nichole Opkins

COMMISSIONERS

SMD 1 *David Garrison*
SMD 2 *Ivan Frishberg*
SMD 3 *Philip Peisch*
SMD 4 *Kirsten Oldenburg*
SMD 5 *Brian Pate*
SMD 6 *Nichole Opkins*
SMD 7 *Sara Loveland*
SMD 8 *Chander Jayaraman*
SMD 9 *Brian Flahaven*
SMD 10 *Francis Campbell*

May 19, 2013

Ruthanne Miller, Chair
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

VIA E-MAIL: sarah.fashbaugh@dc.gov

RE: ABRA-082432, Zest Bistro, 735 8th Street SE, License Renewal

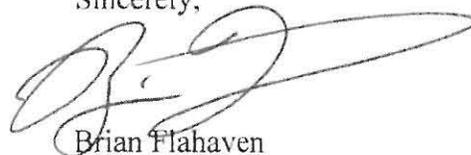
Dear Ms. Miller:

At its regularly called, properly noticed meeting on May 14, 2013, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 10-0 in support of the above-referenced request.

For your review and approval, please find enclosed a Settlement Agreement, which was executed by both parties.

Please contact ANC 6B's Executive Director Susan Eads Role if you have questions or need further information. Thank you.

Sincerely,



Brian Flahaven
Chair

Enclosure