

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

In the Matter of:)	
)	
Busboys of Anacostia, LLC)	
t/a Busboys of Anacostia)	
)	
Holder of a)	License No.: ABRA-097639
Retailer's Class CR License)	Order No.: 2019-538
)	
at premises)	
2004 Martin Luther King Jr. Avenue, SE)	
Washington, D.C. 20020)	
)	

Busboys of Anacostia, LLC, t/a Busboys of Anacostia, Licensee

Troy Prestwood, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 8A

BEFORE: Donovan Anderson, Chairperson
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT


The official records of the Alcoholic Beverage Control Board (Board) reflect that Busboys of Anacostia, LLC, t/a Busboys of Anacostia (Licensee), and ANC 8A entered into a Settlement Agreement (Agreement), dated July 1, 2019, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Troy Prestwood and Commissioner Tyon Jones, on behalf of ANC 8A, are signatories to the Agreement.


Accordingly, it is this 10th day of July, 2019, **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; and
2. Copies of this Order shall be sent to the Licensee and ANC 8A.

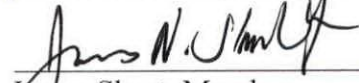
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Mike Silverstein, Member



James Short, Member



Bobby Cato, Member

Rema Wahabzadah, 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).

**Voluntary Agreement
by and between**

**~~Busboys of Anacostia, LLC, t/a Busboys and Poets, AND~~
Advisory Neighborhood Commission 8A**

For premises located at:
2004 Martin Luther King Jr Avenue SE
Washington, DC 20020

RECITATIONS

WHEREAS, Busboys of Anacostia LLC ("Applicant"), is a limited liability company organized under the laws of the District of Columbia, and duly authorized to do business in the District of Columbia and,

WHEREAS, the premises on 2004 Martin Luther King Jr Avenue, SE is located within Advisory Neighborhood Commission 8A ("ANC 8A") and,

WHEREAS, the Applicant has filed for the renewal of a Class "C" Restaurant license under the D.C. Alcoholic Beverage Control Act ("Application") with the ABC Board; and,

WHEREAS, the Applicant seeks approval to operate a full-service Restaurant ("Restaurant") at 2004 Martin Luther King Jr. Ave SE, with an Entertainment Endorsement; and,

WHEREAS, the Applicant and ANC 8A (collectively the "Parties") desire to resolve potential issues in the operation of Busboys & Poets located at 2004 Martin Luther King Jr Avenue, SE, ("Restaurant") and enter into this voluntary agreement ("Agreement") in exchange for 8A's support of the application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. Recital Incorporated: The recitals set forth are incorporated by reference.
2. Interior Hours:
 - a. The Hours of Operation on the interior premise shall be:
 - i. Sunday thru Thursday: 7:00am to 2:00am; and
 - ii. Friday thru Saturday: 7:00am to 3:00am.
 - b. The Hours of Alcoholic Beverage Sales, Service, and Consumption on the interior premises shall be:
 - i. Sunday thru Thursday: 8:00am to 2:00am; and
 - ii. Friday thru Saturday: 8:00am to 3:00am.
 - c. The Hours of Entertainment shall be:
 - i. Sunday thru Thursday: 10:00am to 2:00am; and

ii. Friday thru Saturday: 11:00am to 3:00am

Provided, however (1) on days designated by the ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve alcoholic beverages for one additional hour (that is, one hour later); (2) in the event the Council of the District of Columbia or the ABC board grant licenses in general operating hours for particular dates, holidays, or events (e.g. inauguration, World Cup), Applicant may avail itself to such extended hours; (3) on January 1 of each year, Applicant may operate and serve alcoholic beverages until 4:00am and may apply for permission for a One Day Substantial Change to provide Entertainment until 3:00am on January 1 of each year; (4) and on "Daylight Savings Time Extension of Hours" as designated by the ABC Board, Applicant may operate, sell, serve, and permit the consumption of alcoholic beverage for one additional hour later.

3. **Public Space and Trash.** Applicant shall take reasonable measures to maintain the cleanliness of the premises and ensure the Sidewalk immediately adjacent to the Restaurant is free of trash, waste, or any items not permitted in public space. Applicant shall cause extermination services to be provided to the Restaurant by a reputable exterminator on at least a monthly basis.
4. **Noise.** Applicant will comply with all D.C. Official Code 25-725;
 - a. During all times, amplified music emanating from the boundaries of the Restaurant's premises (except during times that the doors are open for ingress or egress) shall not be audible in the neighboring community.
 - b. Amplified sound emanating from the licensed premises that is audible in other nearby residential premises is prohibited.
5. **Construction of Agreement.** Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. ANC 8A does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.
6. **Notice and Opportunity to Cure.** In the event that either party is in breach of this Agreement, the breaching party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days' notice before the non-breaching party can seek enforcement of this Agreement. If the breaching party fails to cure within thirty (30) days, (or, within respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code 25-447.

If to Applicant: Busboys, Inc.
2004 Martin Luther King Jr Avenue, SE
Washington, DC 20020
Attn: Andy Shallal, President

Email: andy@busboysandpoets.com


If to ANC: Advisory Neighborhood Commission 8A
2100-D Martin Luther King Jr Ave SE
Washington, DC 20020
Attn: Tyon Jones
Email: 8A06@anc.dc.gov

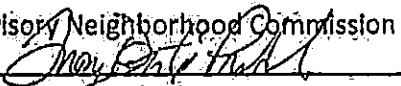
Failure to provide notice shall not constitute waiver or acquiescence to the violation, but rather notice shall be prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

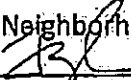
7. No Protest. Upon execution of this Settlement Agreement and its acceptance by the ABC Board, ANC 8A agrees to support Applicant's pending ABC license renewal Application and shall refrain from filing a protest against Applicant's pending renewal license application.

In witness thereof, the Parties, acting through their authorized representatives, have agreed to and signed this Voluntary Agreement.

Busboys of Anacostia, LLC c.
By: Stone Soup, Inc., Its Manager

By: 
Andy Shallal, President
Date: 6/28/2019

Advisory Neighborhood Commission 8A
By: 
Troy Prestwood, Chair
Date: 7/1/2019

Advisory Neighborhood Commissioner 8A
By: 
Tyon Jones, Single Member Commissioner 8A06
Date: 7/1/2019