

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

In the Matter of:)
)
 Ima Pizza Store 12, LLC)
 t/a Broccoli Bar)
)
 Holder of a)
 Retailer's Class CR License)
)
 at premises)
 1817 7th Street, NW)
 Washington, D.C. 20001)
)

License No.: ABRA-098584
Order No.: 2018-607

Ima Pizza Store 12, LLC, t/a Broccoli Bar (Applicant)

James A. Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Ima Pizza Store 12, LLC, t/a Broccoli Bar (Licensee), and ANC 1B have entered into a Settlement Agreement (Agreement), dated October 4, 2018, 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 James A. Turner and Commissioner Anita Norman, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 17th day of October, 2018, **ORDERED** that:

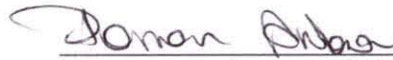
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 10 (Binding Effect) – The following language shall be removed:
“and assigns.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Licensee and ANC 1B.

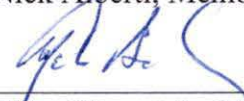
District of Columbia
Alcoholic Beverage Control Board



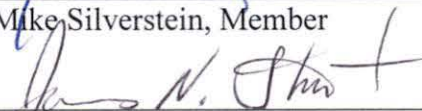
Donovan Anderson, Chairperson



Nick Alberti, Member



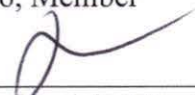
Mike Silverstein, Member



James Short, Member

Donald Isaac, Sr., 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).

**Settlement Agreement Concerning Issuance of
License ABRA-098584 to
IMA Pizza Store 12, LLC t/a Broccoli Bar**

THIS AGREEMENT, made and entered into this 4th day of October, 2018, by and between IMA Pizza Store 12, LLC t/a Broccoli Bar ("Applicant") and ANC 1B ("ANC") (collectively, the "Parties") witnesses.

RECITALS

WHEREAS, the Applicant has filed an application for a License Class CT (ABRA-098584) ("License") for a business establishment located at 1817 7th Street, NW, Washington, DC 20001 ("Establishment"); and the application is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration ("Board"); and

WHEREAS, in recognition of the Board's policy of encouraging parties to a liquor licensing proceedings to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include this agreement as a formal condition of its application, and (2) ANC will agree to the issuance of the provided that such an agreement is incorporated into the Board's order issuing the license, which license is conditioned upon compliance with this agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment.

- a. The Applicant will operate and manage a Class CT Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.
- b. The Establishment shall be a Tavern.
- c. Applicant shall not have a designated dance floor and shall not market, advertise, or promote dancing. Applicant shall not use promoters to have live music concerts at the Establishment. Applicant may host community discussions, such as Broccoli Talks, and other community service events at the Establishment.
- d. The Establishment shall have a maximum occupancy according to its Certificate of Occupancy. Applicant shall post its Certificate of Occupancy in public view at all times.

2. Hours of Operation and Sales. Establishment's permitted hours of operation, and selling, serving, and consuming alcohol, shall be as follows:

a. Hours of Operation and Indoor Sales

Day	Not Earlier Than	Not Later Than	Alcoholic Sales must end at
Sunday	11:00 a.m.	12:00 a.m.	11:30 p.m.
Monday	11:00 a.m.	12:00 a.m.	11:30 p.m.
Tuesday	11:00 a.m.	12:00 a.m.	11:30 p.m.
Wednesday	11:00 a.m.	12:00 a.m.	11:30 p.m.
Thursday	11:00 a.m.	2:00 a.m.	1:30 a.m.
Friday	11:00 a.m.	2:00 a.m.	1:30 a.m.
Saturday	11:00 a.m.	2:00 a.m.	1:30 a.m.

b. Hours of Outdoor Summer Garden

Day	Not Earlier Than	Not Later Than	Alcoholic Sales must end at
Sunday	11:00 a.m.	11:00 p.m.	10:30 p.m.
Monday	11:00 a.m.	11:00 p.m.	10:30 p.m.
Tuesday	11:00 a.m.	11:00 p.m.	10:30 p.m.
Wednesday	11:00 a.m.	11:00 p.m.	10:30 p.m.
Thursday	11:00 a.m.	12:00 p.m.	11:30 p.m.
Friday	11:00 a.m.	12:00 a.m.	11:30 p.m.
Saturday	11:00 a.m.	12:00 a.m.	11:30 p.m.

c. Hours of Indoor Live Entertainment

Day	Not Earlier Than	Not Later Than
Sunday	11:00 a.m.	12:00 a.m.
Monday	11:00 a.m.	12:00 a.m.

Tuesday	11:00 a.m.	12:00 a.m.
Wednesday	11:00 a.m.	12:00 a.m.
Thursday	11:00 a.m.	1:00 a.m.
Friday	11:00 a.m.	1:00 a.m.
Saturday	11:00 a.m.	1:00 a.m.

- d. Applicant shall be permitted to apply to ABRA for additional holiday hours for indoor operation only.
- e. Alcohol sales must end at the time set forth in Section 2 of this Agreement (“Last Call”), however, customers may continue to consumer their alcoholic beverages for a period not to exceed 30 minutes after Last Call.
- f. Applicant shall not have outdoor live entertainment on the Summer Garden area.
- g. Applicant agrees to maintain the Summer Garden as a non-smoking outdoor space.
- h. Applicant agrees to restrict the seating on the summer garden to the number in the C of O (40 seats 30 seats at tables and 10 bar seats). Tables and chairs shall be located within the summer garden area during all hours of operation. At no time shall tables and or chairs be cleared so as to use the summer garden area as a standing cocktail area. The summer garden shall not be used as a standing cocktail area.

3. Noise.

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. Applicant shall take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises. Applicant has already completed construction with respect to installation of sound dampening materials.
- c. No entertainment will be provided outside the property. No entertainment will be provided on the sidewalk. Applicant agrees to keep its doors and windows closed when music is being played by the Establishment; but, the applicant may open its window panels seasonably, provided that the music is not audible beyond street curbside.

- d. Exterior doors and windows shall not remain open after 10:00 pm when music or amplified sound is audible from the exterior of the Establishment.
- e. Applicant shall post a conspicuous sign at each exit advising the necessity of quiet departure, per DCMR §22-1321 (“disorderly conduct”), that “[i]t is unlawful for a person to make an unreasonably loud noise between 10:00 p.m. and 7:00 a.m. that is likely to annoy or disturb one or more other persons in their residences.”
- f. Applicant shall receive deliveries only between 7:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.
- g. Applicant will ensure no temporary or permanent speakers will be present on or in the summer garden. Applicant will restrict patrons from using electronic devices as speakers to play music. Applicant agrees not to have any live or recorded music or entertainment on or in the summer garden. Applicant agrees to post signage notifying patrons that business is located in residential area and request patrons to be respectful.

4. Trash and Odors.

- a. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in containers that are impervious to vermin, leaks, and odors, if applicable
- b. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers, if applicable
- c. Applicant shall arrange with its landlord for trash and recycling collection a minimum of 6 times per week
- d. Applicant shall arrange for grease removal a minimum of twice per month, if applicable
- e. Applicant shall not allow trash or recyclable materials, including bottles and cans, to be disposed outdoors between the hours of 10:00 p.m. and 7:00 a.m. and shall not allow trash collection to occur during these hours.
- f. Applicant shall keep the exterior of the Establishment free of litter, bottles, chewing gum, trash, and other debris, and shall power wash outdoor areas where trash, recyclable materials, and grease are stored a minimum of twice per month.
- g. Applicant shall not emit objectionable odors. Applicant shall take all reasonable actions to mitigate odors emanating from the Establishment, including, but not limited to, installing and maintaining high-efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.

5. Rat and Vermin Control.

- a. Applicant shall eliminate potential attractions for rodents and other pests, including exterior sources of food, standing water, and shelter locations.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment monthly and shall maintain recommended pest control measures.

6. Security

- a. Applicant shall have security personnel at the Establishment. Security personnel will be stationed at the summer garden and at the front door from 10 pm to close on Thursdays, Fridays, and Saturdays.
- b. Applicant shall engage a professional security technology company (ex. One Source) and maintain in working order at all times eight security cameras that cover the interior of the Establishment, including the entrances to the bathrooms and exterior of the Establishment where alcoholic beverages are consumed and the area immediately surrounding the establishments entrances and exits. Applicant shall ensure that (1) the cameras are operational; (2) maintain footage for a minimum of 30 days; and (3) make the security footage available to ABRA or MPD upon 48 hours of written request.

7. Parking.

- a. Applicant shall make reasonable efforts to ensure that vehicle parking by its employees, vendors, or contractors are limited to legal parking locations including space controlled by Applicant or Applicant's landlord or allow its employees to park their vehicles illegally, on streets signed with parking restrictions, including time-limited parking and resident-only parking.
- b. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation.
- c. Applicant shall encourage patrons attending events on the premises to arrive and depart the Establishment by foot, "vehicle for hire", or public transportation. The Applicant shall notify its patrons to use off street parking facilities in lieu of parking in designated "no parking zones" or parking on the street in areas set aside as Residential Permit Parking (RPP) spaces.

8. Personnel

- a. All bartenders employed by the Applicant shall be certified as having completed an "Alcohol Awareness Training" program recognized by the Alcoholic Beverage Regulation Administration (ABRA)

- b. Applicant shall engage a bonded and insured security personnel company to provide security at the Establishment.
9. Compliance with Regulations. Applicant shall comply with regulation of the Board, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.
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. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
11. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request
12. Notices.
 - a. Notices shall be provided by email, U.S. Mail or hand-delivery as follows:

If to ANC:
Advisory Neighborhood Commission 1B
2000 14th St., NW, Suite 100B
Washington, DC 20009
1b@anc.dc.gov

If to Applicant:
IMA Pizza Store 12, LLC t/a Broccoli Bar
229 ½ Pennsylvania Avenue, SE
Washington, DC 20003
Attn: Michael Lastoria
 - b. Failure to give notice shall not constitute waiver or acquiescence to the violation.
 - c. Should either of the Parties change its address, the other party shall be notified of such changes in writing.
13. Stipulated License. Upon execution of this Agreement by the Parties, ANC 1B agrees to send a letter to ABRA recommending that the Licensee's application be approved and that the Licensee be granted a stipulated license.

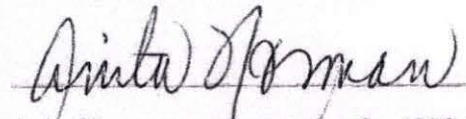
WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to aforementioned covenants and ANC agrees to the issuance of the Class CT license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with this Settlement Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

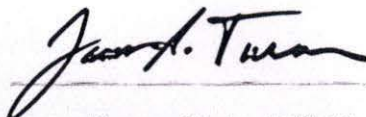
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ANC:

Advisory Neighborhood Commission 1B


Anita Norman, representative for ANC 1B

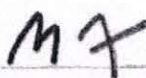
Date Signed: 10/10/2018


James Turner, Chair, ANC 1B

Date Signed: October 10, 2018

APPLICANT:

Ima Pizza Store 12, LLC t/a Broccoli Bar



By: Michael Lastoria

Print Name/Title: CEO

Date Signed: 10/8/2018