

THE DISTRICT OF COLUMBIA

In the Matter of:)
)
Creole on 14th, LLC)
t/a Creole on 14th)
)
Application for Substantial Change)
to a Retailer’s Class CR License)
)
at premises)
3345 14th Street, NW)
Washington, D.C. 20010)
)

Case No.: 21-PRO-00074
License No.: ABRA-115577
Order No.: 2022-027

Creole on 14th, LLC, t/a Creole on 14th, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

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

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 1A’S PROTEST**

The Application filed by Creole on 14th, LLC, t/a Creole on 14th (Applicant), for a Substantial Change to change its hours of operation and add dancing and cover charge to its Retailer’s Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on October 18, 2021, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 1A entered into a Settlement Agreement (Agreement), dated October 13, 2021, that governs the operations 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.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1A.

Accordingly, it is this 26th day of January 2022, **ORDERED** that:

1. The Application filed by Creole on 14th, LLC, t/a Creole on 14th, for a Substantial Change to its now Retailer's Class CR License, located at 3345 14th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1A in this matter is hereby **WITHDRAWN**;
3. 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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

Assigned via SeamllessDoc.com
Donovan Anderson
Key: 3c42c66c5095f0e4273060311cc28

Donovan Anderson, Chairperson

Assigned via SeamllessDoc.com
James Short
Key: 547c08756203c6c081633c0d2040e2

James Short, Member

Assigned via SeamllessDoc.com
Bobby Cato
Key: 255c0f6a1b6146c774b792097e1422c3

Bobby Cato, Member

Assigned via SeamllessDoc.com
Rafi Aliya Crockett, Member
Key: 4209e01645e17f0a0101250c12f012e

Rafi Crockett, Member

Assigned via SeamllessDoc.com
Jeni Hansen, Member
Key: 9272931722244740c5508c2a41857

Jeni Hansen, Member

Edward S. Grandis, 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, Reeves Center, 2000 14th Street, NW, 400S, Washington, D.C. 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 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 – Layla Bonnot

SMD 1A04 – Chris Hall

SMD 1A07 – Mukta Ghorpadey

SMD 1A10 – Rashida Brown

SMD 1A02 – Dieter Lehmann Morales

SMD 1A05 – Christine Miller

SMD 1A08 – Kent C. Boese

SMD 1A11 – Dotti Love Wade

SMD 1A03 – Vacant

SMD 1A06 – Brandon Barnett

SMD 1A09 – Michael Wray

SMD 1A12 – Vacant

SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of October, 2021 by and between Creole on 14th Street (hereinafter the "Applicant"), and ANC 1A (collectively, the "Parties").

WHEREAS, Applicant has filed application License No.: ABRA-115577 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 3345 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 to, but is not obligated to, sell alcoholic beverages inside premises of the Restaurant only during the following times: 8:00 am – 2:00 am from Sunday through Thursday and 8:00 am – 3:00 am on Friday and Saturday. Alcoholic beverages will be served primarily in conjunction with full meal service. Applicant shall offer food to its patrons during the times it is open. On special occasions the Restaurant may stay open later, as 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 that the total capacity of the sidewalk café does not exceed 18 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
 - 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 require approval of the District of Columbia Public Space Committee, after notice and opportunity for comment by the ANC and approval by the ABC Board.

3. Capacity – Music – Noise.

- a. Applicant shall adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view.
- b. Applicant shall post a conspicuous sign at each exit advising patrons of the residential nature of the neighborhood and the necessity of quiet departure. Applicant will take reasonably necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.
- c. Applicant may have live entertainment indoors 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.
- d. Applicant agrees that no live, recorded, or amplified music will be permitted on the sidewalk café.
- e. Applicant will strictly comply with D.C. Official Code § 25-725 and take all reasonably necessary actions to ensure that music and noise from the Restaurant are not audible within the adjacent residential properties or disrupt operation of other businesses, including but not limited to the GALA Theatre.
 - i. Amplified speakers used in the interior must be on stands, raised, and/or mounted to reduce vibrations.
 - ii. Applicant's front door shall remain closed (not propped open), other than for routine ingress and egress.

4. Business Operations and Practices.

- a. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person or to any person who appears to be intoxicated.
- b. Applicant agrees to take all necessary and reasonable steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- c. Applicant agrees to ensure that no patron shall bring an open container of an alcoholic beverage into the Restaurant from outside sources and shall exit the Restaurant with an open container of an alcoholic beverage.
- d. Applicant will not provide or sell alcoholic beverages "to go" except as authorized by DC law or regulations.
- e. Applicant agrees not to promote or participate in bar or pub "crawls" or any other event of this nature unless the event has been reviewed and approved by the ABC Board.
- f. The licensed Restaurant will be managed in person by Applicant or a board-licensed manager. Applicant will provide ANC with a designated Point of Contact (POC).
- g. Applicant shall post a notice, kept in good repair and visible from point of entry, that states:
 - i. Proper ID is required to be served and that the Restaurant will check IDs at all times prior to serving alcoholic beverages to patrons;
 - ii. It is illegal to sell alcohol to anyone under age 21; and
 - iii. Patrons are requested not to litter, loiter, or make excessive noise in the neighborhood as they arrive or depart.

- h. Applicant shall:
 - i. Call appropriate emergency services if illegal activity is observed.
 - ii. Keep a written record of dates and times (a "call log") when emergency services are called for assistance.
- i. Applicant will maintain a detailed incident log of when emergency services are called to the Restaurant for assistance. Each log entry will contain the date, time, and location of each incident with a concise summary. Applicant will make reasonable efforts to identify and list guests and staff involved in or who were witnesses to the incident.
- j. Applicant will submit to the ABC Board for approval and will operate in accordance with a security plan as described in District of Columbia Official Code § 25-113, 25-402, and 25-403.

5. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb) reasonably clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall monitor and ensure a litter-free condition by:

- a. Picking up trash and recycling, including beverage bottles and cans, and all other trash a minimum of twice daily.
- b. Depositing trash, garbage, and recycling only in rodent-resistant containers, and seeing that container covers fit properly and remain fully closed except when trash, recycling, or garbage is being added or removed.
- c. Not locating trash bins, chairs, tables, or other equipment on public space without a valid space permit.
- d. Exercising due diligence to prevent and/or rid vermin infestation in and around the Restaurant, including following available recommendations and guidelines of the Vector Control Division of the Department of Public Works.

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. Parking.

- a. Applicant shall discourage its employees and patrons from parking their vehicles illegally, on streets signed with parking restrictions, including time-limited parking, resident-only parking, and private, residential spaces in the alley located behind the restaurant.
- b. Applicant shall encourage vendors and contractors to park legally, and, as reasonably necessary, work with DDOT, DPW or the appropriate agency to resolve issues related to illegal parking by its vendors and contractors.
- c. Applicant shall notify patrons, on Restaurant website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public parking garages, public transportation, or walking.

- 9. 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.
- 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 community representatives, Applicant hereby agrees to the aforementioned covenants and the community withdraws its protest and objections to the issuance of the Class "C" License to Applicant, and Applicant and the community requests that this Agreement be incorporated into the ABC Board's order issuing a Class C License.

If to Applicant:

Creole on 14th Street
 3345 14th Street, NW
 Washington, DC 20010
 Attn: Jeffeary Miskiri
 Phone: (202) 910-8348

If to ANC 1A:

Advisory Neighborhood Commission 1A
 3400 11th Street, NW
 Washington, DC 20010
 Attn: Chairperson Kent C. Boese
 Phone: (202) 944-8111

CREOLE ON 14TH, LLC

ANC 1A

Signature

Signature


Print Name

K. Christine Miller
Print Name


####

Certification:

After providing sufficient notice for and with a quorum of 9 Commissioners present at its October 13, 2021 meeting, Advisory Neighborhood Commission 1A voted, with 9 Yeas, 9 Nos, and 0 Abstentions, to adopt the above agreement.



Kent C. Boese
Chairperson, ANC 1A



Michael Wray
Secretary, ANC 1A



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SMD 1A01 – Layla Bonnot

SMD 1A04 – Chris Hall

SMD 1A07 – Mukta Ghorpadey

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 Attn: Chairperson Kent C. Boese
 Phone: (202) 944-8111

CREOLE ON 14TH, LLC

ANC 1A

Signature

Signature

Print Name

K. Christine Miller

Print Name

####

Certification:

After providing sufficient notice for and with a quorum of 9 Commissioners present at its October 13, 2021 meeting, Advisory Neighborhood Commission 1A voted, with 9 Yeas, 9 Nos, and 0 Abstentions, to adopt the above agreement.



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