

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Fredrica Kramer, on behalf of ANC 6D, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6D.

Accordingly, it is this 25th day of October 2023, **ORDERED** that:

1. The Application filed by Little Chicken II, LLC, t/a Little Chicken, for a new Retailer's Class CR License, located at 11 Pearl Street, SW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6D in this matter is hereby **WITHDRAWN**;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 and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 6c43c1098c0c61f09e4b730003d1c2c3

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ac3739220e6a9c1b332ac294Dec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256c3f0ed7b1667f6b75ac7917c2b2

Bobby Cato, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 821728912529447431b545e2a4182f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward S. Grandis, Member
Key: 5027bda7f9f0040ec14ac4eb52541ce5

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 and Cannabis Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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).



ANC6D Settlement Agreement

Little Chicken II, LLC, ABRA-125376 10 Pearl Street, SW Washington, DC 20024 October 12,
2023

Advisory Neighborhood Commission 6D
1101 4th Street S.W., Suite W130,
Washington, DC
Office: 202-554-1795
Office@ANC6d.org

Settlement AGREEMENT

THIS Settlement AGREEMENT (“Agreement”) is made on this 17th day of October 2023, by and between joint ABC license applicants, Little Chicken II, LLC, ABRA-125376 (together, “Applicant”), 11 Pearl Street, SW, Washington, DC 20024, License #125376 and Advisory Neighborhood Commission 6D (“ANC”), collectively, the “Parties.”

PREAMBLE

Through this agreement, both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

WITNESETH

WHEREAS, Applicant has applied for a new Retailer’s Class C Restaurant license for a business establishment (“Establishment”) with indoor space on the ground floor and one summer garden on the ground floor located at 11 Pearl Street, SW, Washington, D.C. 20024 (“Premises”). There are no endorsements for sidewalk cafés, entertainment, dancing, cover charges, or sports gaming; and

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

ANC6D Settlement Agreement
Little Chicken II, LLC, ABRA 125376, 11 Pearl Street, SW
August XX, 2023

WHEREAS, in lieu of the ANC filing a protest against Applicant's pending ABC License application, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize, within ANC, (1) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) the effect of the establishment upon residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. Any change from this model may be of concern to the residents and may be considered within the direction of the Alcoholic Beverage Control Board ("ABC Board") to be a substantial change requiring the ABC Board's approval.

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

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. Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
- 2. Hours of Operation and Sales.** The Applicant's hours of operation, as well as alcoholic beverage, sales, service, and consumption, inside the premises shall not exceed:

Sunday through Saturday: 10:30 a.m. – 2:00 a.m.

The Applicant's hours of operation for the outdoor Maine Avenue Summer Garden shall not exceed:

Sunday through Saturday: 10:30 a.m. – 1:00 a.m.

The Applicant's hours of alcoholic beverage sales, service, and consumption for the outdoor Maine Avenue Summer Garden shall not exceed:

Sunday through Saturday: 10:30 a.m. – 12:00 a.m.

The Pearl Street Summer Garden structure may have its windows open from 10:30 a.m. to 12:00 a.m., Sunday through Saturday. After 12:00 a.m., the Pearl Street Summer Garden may operate and offer alcoholic beverage sales, service, and consumption until 2:00 a.m., provided the windows are closed.

Provided that: (a) on days designated by the ABC Board as "Holiday Extension of Hours," Applicant may avail itself of, and the ANC will not object to Applicant's applying for, the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration), Applicant may avail itself of such extended hours; (c) on January 1 of each year Applicant may operate until 4:00 a.m. The ANC will not object to the Applicant applying for a One Day Substantial Change, in accordance with District law, so that it may offer entertainment until 4:00 a.m. on January 1 of each year or applying for up to 8 One Day Substantial Changes annually in order to play live music in the Summer Garden.

3. Floors Utilized and Occupancy. The Applicant will operate its establishment on the building's ground floor(s). The Establishment will have no more than 60 seats inside and 50 seats in the Summer Gardens (30 on Pearl Street and 20 on Maine Ave), and the maximum occupancy of the Establishment shall not exceed 140 patrons.

4. Summer Garden. Prerecorded music may not be played in the Summer Garden. No containers, cups, bottles/cans, etc., shall be permitted outside of or to leave the area regardless of content, except food and beverages packaged "to go." This provision does not pertain to food or non-alcoholic beverages purchased on the interior to be consumed off-premises. The Summer Garden shall be bordered with appropriate barriers to delineate it from the surrounding adjacent areas. Options for such borders may include planters, fencing, shrubbery, or similar techniques.

5. Noise and Privacy. Applicant will strictly comply with D.C. Official Code § 25-725.

6. Parking/Public Transportation Arrangements. The ANC is concerned that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. Applicant shall notify its patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation options.

7. Public Space and Trash. The Applicant shall, to the best of their ability, keep the area around the Premises clean and free of litter and shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant shall either participate in the building's trash removal program or maintain a dumpster and the area adjacent to the dumpster in accordance with the remainder of this paragraph. The dumpster shall be enclosed with the lids tightly closed and incapable of being entered by rodents to limit odors and help control pest and rodent population. The area around the dumpster shall be kept clean and the dumpster shall be placed such that it does not encroach on abutting property and so that no garbage is placed on abutting property. Proper (recyclable) removal of grease and oils shall be used and grease and oils shall not be deposited for removal in dumpsters or trash cans. Regular rodent and pest (insect) abatement services shall be utilized. The area around the dumpsters shall be properly cleaned at the end of each night to ensure that no uncontained garbage or malodorous odors are present.

- 8. Security Cooperation.** Applicant agrees that it shall maintain contact and cooperate with MPD and other enforcement officials to monitor and discourage criminal activity as needed. Applicant shall have security cameras in several locations that record and store information for at least 30 days, and recordings shall be made available to representatives of ABCA or MPD upon request. ANC acknowledges that Applicant's landlord has sole responsibility for security cameras on the exterior premises.
- 9. License Ownership and Compliance with ABRA Regulations.** Applicant shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees and agrees that ANC shall have standing to ask the ABC Board to enforce any violations of the agreement. Any reference made to specific laws and regulations in this Agreement is meant for informational purposes only. ANC does not intend for a violation of a DC law or regulation to also be considered a violation of this Settlement Agreement.
- 10. Participation in the Community.** Applicant is encouraged to maintain open communication with ANC, and the community for which ANC acts.
- 11. Notice and Opportunity to Cure.** In the event that any of the parties is 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, reasonable notice and opportunity shall permit a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach or diligently pursue such a cure), failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Little Chicken, II, LLC 10
Pearl Street, SW
Washington, DC 20024
Attn: Michel Petro Phone: 571-
369-3369 e-mail:
michael@graziegrazie.com

If to ANC: Advisory Neighborhood Commission 6D
P.O. Box 71156

Washington, DC 20024-9998
Attn: Chair, ANC (202)
554-1795 e-mail:
office@anc6d.org

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

12. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending ABC license application.

<p>ANC6D</p> <p>Fredrica Kramer Chair</p> <p></p> <p><u>October 17, 2023</u> Date</p>	<p>Applicant: Little Chicken, II, LL</p> <p>Casey Patten Owner</p> <p></p> <p><small>ID BRTGQboT5fuHSMT8NNrFCJfu</small></p> <p>_____ Date</p>
---	---