

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

In the Matter of:)	
)	
Lola's, LLC)	
t/a Lola's)	
)	
Holder of a)	
Retailer's Class CT License)	License No.: ABRA-086141
)	Order No.: 2023-337
at premises)	
711 8th Street, SE)	
Washington, D.C. 20003)	
)	

Lola's, LLC, t/a Lola's, Applicant

Edward Ryder, Chairperson, Advisory Neighborhood Commission (ANC) 6B

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Lola's, LLC, t/a Lola's (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated May 9, 2023, that governs the operations of the Licensee's establishment.

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

Accordingly, it is this 24th day of May 2023, **ORDERED** that:

1. 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, except for the following modification:

Section 6 (Noise Mitigation) – This Section shall be modified to read as follows: “No objectionable noises, sounds, odors, or other conditions that are publicly observable or emitted beyond the immediate proximity of the Premises will be created by Applicant. Applicant specifically agrees that it shall not produce any sound, noise, or music by the use of any: (1) Mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise; (2) Bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device; or (3) Musical instrument of such intensity that it may be audible beyond the rear property line or in the contiguous physical block on which the Premises is located.

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 beyond the front curb of the Establishment. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. Applicant shall not install, permit or utilize amplified music in the Summer Garden or Sidewalk Café areas. However, it is understood by the parties that Applicant may open its window panels, and that music may be played at a volume that is not audible beyond the front curb of the Premises. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant’s operations (e.g. HVAC, grease fan) and comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors. Noise mitigating actions may include installation of sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties along the rear of the Premises. Sound absorbing and dampening material will be sufficient to reduce noise to levels that meet DCMR noise regulations at the rear property line.

The parties have agreed to this modification.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 67C26925458964C730983166028

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 54746272322646e8d1b332612946e

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d32ca2ba165d7f4575bc7917620c

Bobby Cato, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 821728017520044747155f6e2a41827

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward S. Grandis, Member
Key: 5027bd8719f0040ec14adeb52541ce5

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).

AMENDED SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B

and

LOLA’S LLC t/a Lola’s Barracks Bar and Grill

Pursuant to this Settlement Agreement, (“Agreement”), by and between Lola’s LLC (d/b/a Lola’s Barracks Bar and Grill) (“Applicant”) and Advisory Neighborhood Commission 6B (“ANC6B”), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to the operation of Applicant’s business located at 711 8th Street, SE Washington, DC 20003 (“Premises”).

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage and Cannabis Administration (“ABCA”) to effect, and is seeking its approval of a substantial change application to add an Entertainment endorsement to its existing Retailers’ Class “CT” Tavern” License (ABCA-086141) (“License”) with Sidewalk Café and Summer Garden endorsements; and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support Applicant’s License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant’s business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood and maintain security and sanitation of the alley immediately behind the Premises; and,

WHEREAS, this is intended to replace in its entirety any and all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a full-service seated restaurant (“Establishment”) on three (3) occupied floors at the Premises. Applicant may utilize total seating and occupancy in the maximum number permitted by the lesser of: (a) its ABCA license and/or (b) its Certificate of Occupancy combined with Certificate of Use (for public space). Provided, however, total interior space occupancy shall not in any event exceed total load occupancy of 99 patrons, Summer Garden seating shall not exceed 26 patrons, and total Sidewalk Café seating shall not exceed 12 patrons. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.
3. Hours of Operation and Sales. Applicant’s hours of operation and alcoholic beverage sales may be changed from time to time in Applicant’s discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant’s hours of Operation shall be as follows:

Sunday thru Thursday:	10:00 a.m. – 2:00 a.m.
Friday and Saturday:	10:00 a.m. – 3:00 a.m.

Applicant’s hours of sales, service, and consumption of alcohol within the interior of the Premises shall be as follows:

Sunday thru Thursday:	10:00 a.m. – 2:00 a.m.
Friday and Saturday:	10:00 a.m. – 3:00 a.m.

Applicant's sale, service, and consumption of alcohol on the Sidewalk Café shall be as follows:

Sunday thru Thursday:	10:00 a.m. – 11:00 p.m.
Friday and Saturday:	10:00 a.m. – 12 Midnight

Applicant's hours of Entertainment only on the interior of the Establishment shall be as follows:

Sunday thru Thursday:	10:00 a.m. – 2:00 a.m.
Friday and Saturday:	10:00 a.m.– 3:00 a.m.

Provided, however, that (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 3 a.m. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours. These extended hours are for inside the establishment.

4. Requirements for Operation of Sidewalk Café. Applicant shall operate its Sidewalk Café consistent with the terms and conditions of its Public Space Management Branch Certification for such space, and shall cause its employees to maintain the Sidewalk Café in a clean and orderly manner, and not to cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Premises. Applicant shall cause the area extending from the front of the premises to the curb in front of the Establishment to be regularly swept, power-washed, and shall remove litter and debris on not less than a daily basis, weather permitting. Applicant shall provide exterior receptacles for extinguishing and disposing of smoking materials, and such supplemental refuse disposal receptacles as may be reasonably required to contain and minimize public disposal of waste and litter originating from the Premises.

5. Refuse Storage and Disposal. Applicant shall comply with DCMR 21-704.3-704.5 by utilizing and regularly maintaining one or more food waste (garbage) grinder(s) adequate in capacity to dispose of all readily grindable food wastes produced. Further, Applicant shall use its best efforts to store grease in a receptacle designed to store grease in the interior of the Premises.

Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the exterior trash storage enclosure.

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste 3 days per week and recycling a minimum of 2 days per week or more frequently to prevent the receptacles from exceeding their capacity;
- b. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur between the hours of 10:00 p.m. and 8:00 a.m. on weekdays or 10:00 p.m. and 10:00 am on weekends. No glass shall be placed in any exterior receptacle nor otherwise disposed between 10:00 p.m. and 7:00 a.m. Any glass material needing to be recycled or otherwise disposed of during this timeframe shall be stored inside Applicant's establishment until at least 8:00 a.m. the following day.
- c. Applicant shall utilize and maintain rodent proof waste and trash containers (receptacles) with sufficient capacity to store all non-grindable garbage, non-recyclable waste at the rear of the Premises. Applicant shall dispose of non-grindable garbage and non-recyclable trash in sealed bags that are placed in appropriate rodent-proof receptacles. Applicant shall ensure that recyclable trash (glass, plastic, cardboard and metal cans that have been rendered free to organic materials) prior to disposal and any restaurant supplies such as linens, kegs or other items will be placed on the Premises and not encroach on abutting properties in the rear.
- d. No garbage or recyclables may be placed in exterior trash receptacles in any manner that would prevent the full closure of the receptacles.

- e. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease.
- f. Applicant will daily check the full area around the trash receptacles and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied. Further, Applicant shall assign a staff person to inspect the exterior trash area each night and close the lids of any receptacles that were left open prior to closing.
- g. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers, including dumpster lids that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.
- h. Applicant shall power-wash the trash storage area and all receptacles no less often than once every two weeks. However, no power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends.
- i. Applicant shall cooperate and permit inspection of the Premises, as may be reasonable, pursuant to ABCA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity; and,
- j. Applicant is encouraged to join in any coordinated effort with the adjacent tenants to address any rodent issues regardless of the source of such issues.

6. Noise Mitigation. No objectionable noises, sounds, odors, or other conditions that are publicly observable or emitted beyond the immediate proximity of the Premises will be created by Applicant. Applicant specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725 as it pertains to residential dwellings in the contiguous physical block on which the Premises are located (except for those residential dwellings located within the CHC/C2A overlay), notwithstanding the fact that such neighboring residential units may not fall within the zoning classification otherwise entitled to enforcement of that provision under D.C. Code §25-725(b)(3).

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. Applicant shall not install, permit or utilize amplified music in the Summer Garden or Sidewalk Café areas. However, it is understood by the parties that Applicant may open its window panels, 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.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations (e.g. HVAC, grease fan) and comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors. Noise mitigating actions may include installation of sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties along the rear of the Premises. Sound absorbing and dampening material will be sufficient to reduce noise to levels that meet DCMR noise regulations at the rear property line.

7. Odor and Emission Control. Applicant shall ensure that regularly scheduled maintenance and cleaning of exhaust hoods, fans and vents are undertaken in accordance with manufacturer's specifications for the type and amount of cooking undertaken. Applicant will also clean and/or exchange the filters as often as necessary to ensure optimal grease and particulate removal and odor mitigation for the type and quantity of cooking undertaken. Applicant will ensure that any mechanical issues that develop with the equipment are promptly addressed.

8. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control for the interior and exterior that includes baiting or similar rodent abatement procedures. Applicant shall not store or place any kegs, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the Board.

9. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit sales of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected illegal drug activities occur.

10. Compliance with Agency Regulations. Applicant understands and promises to maintain compliance with all DC laws and regulations. Specifically, Applicant will comply as otherwise required by law in all material respects to ABCA, Department of Licensing and Consumer Protection (DLCP), DC Health (DOH), and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.

11. Notice to Cure. In the event that any of the parties is in breach of their SA, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. ANC 6B will notify Tom Johnson, Managing Partner, [tom@hillrestaurantgroup.com], via electronic mail of any alleged violations. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10-day period (or a breach which reasonably requires more than 10 days to cure), such refusal or failure shall constitute a cause for requesting a formal investigation, or other measures allowed by the ABC Board pursuant to D.C. Code § 25-447.

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

Applicant:

Lola's LLC t/a Lola's [ABCA# 086141]
711 8th Street, SE Washington, DC 20003
William Sport, Owner
E-mail: bill@hillrestaurantgroup.com

Signature: William Sport

Date: 5-1-23

ANC:

Advisory Neighborhood Commission 6B
700 Pennsylvania Avenue, SE Washington, DC 20003
Edward Ryder, Chairperson

Signature: Edward Ryder

Date: 5-9-2023