

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

**In the Matter of:** )

AKC Briceno, LLC )  
t/a Taqueria Rosticeria Fresca )

Application for Substantial Change )  
(Entertainment Endorsement) )  
to a Retailer’s Class CR License )

Case No.: 23-PRO-00005  
License No.: ABRA-104296  
Order No.: 2023-039

at premises )  
701 H Street, NE )  
Washington, D.C. 20002 )

AKC Briceno, LLC, t/a Taqueria Rosticeria Fresca, Applicant

Joel Kelty, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 6C,  
Protestant

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

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 6C’S PROTEST**

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The Application filed by AKC Briceno, LLC, t/a Taqueria Rosticeria Fresca (Applicant), for a Substantial Change to add an Entertainment Endorsement to its Retailer’s Class CR License, was protested by ANC 6C.

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated January 19, 2023, 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 Joel Kelty, on behalf of ANC 6C, are signatories to the Agreement.

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

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

1. The Application filed by AKC Briceno, LLC, t/a Taqueria Rosticeria Fresca, for a Substantial Change to add an Entertainment Endorsement to its Retailer's Class CR License, located at 701 H Street, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;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, except for the following modification:

Subsection 6(e) – (Noise Suppression) – This Subsection shall be modified to read as follows: “Applicant will not install a dance floor.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via DocuSign DocuSign  
*Donovan Anderson*  
Key: 3:42266c65d5f964c73099d1ecc8

Donovan Anderson, Chairperson

eSigned via DocuSign DocuSign  
*James Short*  
Key: 5476c738226c6e6c133284246c7

James Short, Member

eSigned via DocuSign DocuSign  
*Bobby Cato*  
Key: 2b5d3fca070e149d174b7b0d7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: 8050c8d184bd1de40e4f556be128f1cc

Rafi Crockett, Member

eSigned via DocuSign DocuSign  
*Jeni Hansen, Member*  
Key: 827200155014474v13f6c1441805

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 00278da789f00470c14a3deb52541ce5

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, 2000 14<sup>th</sup> 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).

## SETTLEMENT AGREEMENT

701 H STREET NE, WASHINGTON, DC

**THIS AGREEMENT** is made and entered into as of this 19th day of January 2023 by and between Taqueria Rosticeria Fresca, AKC Briceno, LLC doing business as Taqueria Rosticeria Fresca (hereinafter the “Applicant” or the “Establishment”) and Advisory Neighborhood Commission 6C (hereinafter the “Protestant”).

**WHEREAS**, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter “ABC Board”) for a substantial change to its Retailer Class C license for premises located at 701 H Street NE, Washington, D.C. (the “Premises”), and

**WHEREAS**, in recognition of the ABC Board’s policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant’s concerns and Protestant will agree to the issuance of the ABC License and withdraw its Protest,

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. **Nature of Business:** Applicant will operate at all times as a *bona fide* Class C licensee under District law. Food service will be available until closing.
2. **Prohibition on Pub Crawl Events & Third Party Promoters:** Applicant will not participate in any “pub crawl event” as defined in Title 23 DCMR Chapter 7. Applicant will not make the Premises available to non-employee promoters for presentation of advertised parties or events intended to generate a profit for such promoters.
3. **Hours of Operation, Sales and Service:** The Applicant shall operate the Establishment only between the hours of 10:00 am and 11:00 pm Sunday through Thursday and only between the hours of 10:00 am and 1:00 am pm on Friday and Saturday. Patrons shall not remain on the premises outside the Hours of Operation. The Applicant may extend the hours of operation by one hour if authorized under the ABRA Extended Holiday Hours program. Applicant’s operating hours for the sidewalk café shall be limited to 10:00 am to 10:00 pm Sunday through Thursday and 10:00 am to 10:30pm Friday and Saturday. Sidewalk operating hours include setup and breakdown of all sidewalk café equipment and service accessories.

4. **Parking and prohibition on valet service.** Applicant shall not operate, nor contract for the operation of a valet service. The Establishment shall discourage patrons and employees from parking on residential streets.
5. **Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries (whether of food, beverages, or other materials and supplies) between 9 am and 5 pm Monday-Friday. No deliveries shall be accepted on weekends. All deliveries shall be made using the nearest DC Department of Transportation (“DDOT”) designated loading zone located on 7<sup>th</sup> Street. At no time shall any vehicle making any delivery to (or pick-up from) the Applicant park or stand on H St, nor shall any such vehicle park or stand in or upon, or otherwise obstruct, any crosswalk, sidewalk, bicycle lane, or alley.
6. **Noise Suppression:** Applicant acknowledges that noise is a critical issue for the neighborhood, particularly given its close proximity to a residential district. The Establishment shall at all times be in compliance with noise laws, regulations and ordinances including the DC Noise Control Act and DC Code §25-725. No noise from the Establishment, including amplified or un-amplified voices and/or music, shall be audible within any other premises. The Applicant shall take the following noise mitigation measures:
  - a. Applicant shall encourage employees and patrons to be considerate of residents in the neighborhood by keeping voices and other noises at a level that will not disturb the peace, order, quiet, and tranquility of residents in the enjoyment of their homes. Applicant will discourage patrons from loitering in the surrounding area after leaving the establishment.
  - b. Applicant shall display a sign not less than 12” wide by 18” high at each entrance or exit with the following language printed in letters not less than 1” high: “Please keep noise to a minimum. Please respect our neighbors.”
  - c. Applicant shall keep the exterior door(s) and windows of the building closed at all times, except, in the case of doors, when patrons and staff are entering or exiting the interior premises. Doors shall not be propped open for any reason.
  - d. At no time shall Applicant install or operate loudspeakers (including but not limited to any television loudspeaker) outdoors. In accordance with DCMR 24 Section 208.4, amplified music or sound of any kind shall not be permitted in the sidewalk café. Any amplified music or sound in the interior of the establishment will cease by 10:00pm.

- e. Applicant will not install a dance floor or permit dancing on the Premises.
  - f. There shall be no outdoor disposal of glass containers after 10:00pm and employees shall be prohibited from smoking or congregating in the alley.
  - g. Applicant will discourage patrons from queuing for entry into the Establishment.
  - h. In accordance with DCMR 24 Section 208.1, no entertainment or music shall be provided or permitted in the sidewalk cafe other than music as may be furnished by no more than three (3) musicians playing stringed instruments such as the violin, the viola, the cello, the double-base, and the guitar, and no more than one (1) accordion or concertina.
  - i. In accordance with DCMR 24 Section 208.2, music shall not disturb the peace or quiet of the neighborhood, or the comfort or repose of any inhabitant of the neighborhood. Music shall not exceed sixty decibels (60 dB(A)) when measured at the property line of the Establishment.
  - j. Live music shall be permitted both inside the establishment and in the sidewalk café only on Friday, Saturday and Sunday from 1 pm – 10 pm. Live music is not permitted Monday through Thursday.
9. **Trash & Recycling:** Applicant will maintain regular trash and recycling service at least three days per week. Trash and recycling pickups shall occur only between the hours of 9:00am and 5:00pm. No trash or recycling shall be stored on public space. The Applicant shall utilize rodent-proof waste receptacles and shall ensure receptacle lids are tightly closed. Applicant will contract for regular rodent and insect extermination.
10. **Removal of Grease and Oils:** Applicant will provide for the proper removal and recycling of grease and oils and will not deposit these substances in dumpsters, trash cans, street gutters, or catch basins. The Applicant shall ensure that grease receptacles are not stored in public space, are leak free, rodent resistant and that grease container lids are tightly closed at all times.
11. **Safety, Security, and Loitering:** Applicant shall not permit non-patrons to loiter in the sidewalk cafe. Applicant shall make endeavor to prohibit and prevent loitering and criminal activity on or in front of the Establishment including, but not limited to:

- a. Asking loiterers to move on whenever they are observed outside the Establishment;
  - b. Calling the Metropolitan Police Department if illegal activity is observed;
  - c. Keeping a written record of dates and times (a "call log") when the MPD is called for assistance; and
  - d. Applicant will maintain a detailed incident log. An incident is defined as any activity by patrons of the Establishment inside or immediately outside the Establishment that could lead to an ABRA investigation. Each log entry will contain the date, time and location of each incident with a concise summary. Guests and staff involved or witnesses of the incident will be identified and listed if possible. If there is a medical or police response, that information will also be noted. The incident log shall be made available to ABRA upon request.
12. **Smoking:** The Applicant shall not permit smoking in the Establishment including in the sidewalk cafe. The Applicant shall not place any ashtrays or ash receptacles in or near the sidewalk cafe, or anywhere on 7th Street. Applicant will instruct all patrons, employees, contractors, and others with business at the premises not to use the sidewalk cafe as a smoking area. The Applicant will place "No Smoking" signs in the sidewalk cafe and in the adjacent alley near the sidewalk cafe. The Applicant will direct any smokers affiliated with the Establishment to move out of these areas.
13. **Prohibition on Controlled Substances:** Applicant shall not permit the possession, storage, manufacture, sale, trading, bartering, gifting, or use (including, but not limited to, smoking, ingestion, consumption, topical application and any other use whether medically indicated or not) of marijuana, or any substance listed on Schedule 1 of the Controlled Substances Act, on the Premises.
14. **Signage/Exterior Lighting:** All signage will only advertise food and beverages and strictly adhere to the requirements of DCMR Title 25 Subchapter VII. Applicant agrees that any lighting installed or used in the sidewalk cafe will not have an adverse impact on nearby residential properties.
15. **Community Communication:** The Applicant agrees to work in good faith with the Community and Protestant to resolve any perceived problems arising from Applicant's operation of its business.
16. **Withdrawal of Protest:** Protestant agrees to the issuance of the license and the withdrawal of its protest upon execution of this Agreement, if this Settlement Agreement

is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with such Settlement Agreement.

17. **Right to Seek Redress:** The parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this \_\_\_ th day of January 2023.

Applicant:

Taqueria Rosticeria Fresca, AKC Briceno, LLC doing business as Taqueria Rosticeria Fresca

*Evelyn Bastian*

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By: Evelyn Bastian, General Manager

Protestant:

Advisory Neighborhood Commission 6C

*Joel Kelty*



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By: Joel Kelty  
Commissioner, ANC 6C05  
(as designated ANC 6C representative)



<b>Title</b>	Settlement Agreement Fresca 2023 - signed
<b>File name</b>	Settlement Agreement Fresca 2023.pdf
<b>Document ID</b>	335962d0f0f9241a2c65e1b63d2cc7a21acd9ad6
<b>Audit trail date format</b>	MM / DD / YYYY
<b>Status</b>	● Pending signature

### Document History

 SENT	<b>01 / 19 / 2023</b> 14:41:27 UTC	Sent for signature to Evelyn Bastian (evelyn@frescaadc.com) and Joel Kelty (6c05@anc.dc.gov) from joel.kelty@century-associates.com IP: 71.126.136.42
 VIEWED	<b>01 / 19 / 2023</b> 16:28:33 UTC	Viewed by Evelyn Bastian (evelyn@frescaadc.com) IP: 73.39.70.21
 SIGNED	<b>01 / 19 / 2023</b> 16:39:39 UTC	Signed by Evelyn Bastian (evelyn@frescaadc.com) IP: 73.39.70.21
 INCOMPLETE	<b>01 / 19 / 2023</b> 16:39:39 UTC	This document has not been fully executed by all signers.