

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

In the Matter of:)	
)	
Cook's Group, Inc., t/a)	
Tequila & Mezcal Restaurante Bar)	License No.: ABRA-112331
)	Order No.: 2019-604
)	
Application for a Renewal of and)	
Substantial Change to the Retailer's)	
Class DR License)	
)	
at premises)	
3475 14 th Street, N.W.)	
Washington, D.C. 20010)	

Cook's Group, Inc., t/a Tequila & Mezcal Restaurante Bar, Applicant

Kent Boese, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1A,
Protestant

BEFORE: Donovan Anderson, Chairperson
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Cook's Group, Inc., t/a Tequila & Mezcal Restaurante Bar (Applicant) has submitted an Application for the renewal of and substantial change to its Retailer's DR License, located at 3475 14th Street, N.W., Washington, D.C. 20010. The Applicant and ANC 1A have entered into a Settlement Agreement (Agreement), dated April 12, 2019, 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 Boese, are signatories to the Agreement.

Accordingly, it is this 14th day of August 2019, **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, with the exception of the following:

Section 3 (Hours of Operation and Sale) – Strike “and provide entertainment” from the last sentence.

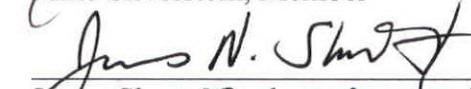
Section 3 (Hours of Operation and Sale) – Add the following sentence to read as follows: “The Applicant may, and ANC 1A would not object, apply for an one-day substantial change permit from the Board to allow it to offer entertainment until 4:00 a.m. on January 1.”

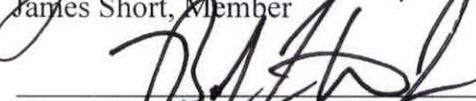
Copies of this Order shall be sent to the Applicant and ANC 1A.

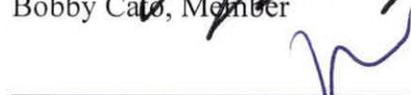
District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


Mike Silverstein, Member


James Short, Member


Bobby Cato, Member


Rema Wahabzadah, Member


Rafi Crockett, 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).

SETTLEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made on this 10th day of April, 2019 by and between Cook's Group, Inc. d/b/a Tequila & Mezcal Restaurante ("Applicant") and Advisory Neighborhood Commission 1A ("Protestant") (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for renewal of License Class "D" Restaurant #ABRA-112331 ("License"), for a business establishment located at 3475 14th Street NW, Washington, DC ("Premises"); and

WHEREAS, Applicant either has or intends shortly to apply for a Substantial Change to the License to convert the License from Class "DR" to Class "CR" thereby permitting sales of spirits, beer and wine at the Premises; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application and proposed Substantial Change (with the Substantial Change agreed by stipulation among the Parties), conditioned upon the Applicant's compliance with the terms of this written agreement; and

WHEREAS, the Parties are desirous of entering into an Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order, and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

WHEREAS, the Parties are desirous of entering into an Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order, and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

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

WHEREAS, the Parties are desirous of entering into a Settlement Agreement, pursuant to D.C. Official Code § 25-446, to eliminate the need for a Protest Hearing regarding the license application and to ensure the operation and maintenance of the Grocery in such a manner as to minimize the effect on (i) the peace, order, and quiet neighborhood; and (ii) pedestrian safety and vehicular traffic.

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. **Nature of the Business:** The Applicant will manage and operate a restaurant with a total occupancy load of 33. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

3. **Hours of Operation and Sales:**

Operation: Monday through Sunday 7am – 3am.

Alcohol Sales/Service/Consumption: Monday through Thursday 11am – 2am, Friday and Saturday 11am – 3am, Sunday 12pm – 2am.

Sidewalk Café Operation: Monday through Sunday 11am – 12 midnight.

Sidewalk Café Alcohol Sales, Service, and Consumption: Monday through Saturday 11am – 11pm, Sunday 12pm – 11pm.

Provided, however, (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments" Applicant may serve alcoholic beverages for one additional hour (that is, one hour later in the morning) or later hours as authorized; (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours Applicant may avail itself of such extended hours; (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4 am.

4. **Floors Utilized and Occupancy:** The Applicant will operate its Establishment on the ground floor of the building and the sidewalk café. The sidewalk café will only allow alcohol sales, service, and consumption with prior approval by the ABC Board. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.
5. **Noise, Entertainment, and Privacy:** 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 reasonably necessary actions to ensure that noise from the Establishment are not audible within the adjacent residential properties. Doors and windows will be closed after 9:00 p.m. except as needed for the purpose of patrons to enter and exit. In the event there shall be a violation of this subsection, the Applicant shall take all steps necessary to prevent the repetition of such violation.
6. **Public Space and Trash:** Applicant shall keep the sidewalk, tree box(es), alley, and abutting public spaces clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. The Applicant shall not maintain or store any foodstuffs, beverages, or other consumable materials in any exterior area, including the Sidewalk Café, except when in actual use for service

to customers. The Applicant agrees to obtain and maintain trash and recyclable receptacles to be placed in the rear of the building and out of view from the street and sidewalk. Applicant shall ensure that the area around the receptacle(s) is kept clean at all times and the dumpster(s) is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant shall cause the exterior of the Premises to be inspected at least daily, and shall ensure that the area immediately adjacent to and in public space surrounding the Premises is free of litter, debris, and recyclable materials, and that any trash and/or recycling receptacles are properly maintained with their lids closed consistent with their design, and are not filled beyond capacity. Applicant shall promptly clean and, if necessary, power wash, any spills of grease, trash or recyclable materials and shall otherwise maintain any exterior trash, grease, or recyclable collection points

Rats and Vermin Control: The Applicant shall provide rat and vermin control for the Premises and immediately adjacent exterior space, whether on public or within or on the Premises, and shall maintain at all times a service contract with a licensed professional exterminator to supply regular inspection and treatment. Applicant shall provide proof of a current pest control contract upon the request of the Board.

7. **License Ownership and Compliance with ABRA Regulations:** Applicant promises to Protestant that it shall abide by all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestant shall have standing to ask the ABC Board to enforce any violations of the agreement.
8. **Participation in the Community:** Applicant agrees to seek to maintain open communication with the Protestant, and the community for which the ANC acts.
9. **Notice and Opportunity to Cure:** In the event that any of the parties is in breach of this Agreement, the party 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 emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for 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 and diligently pursues such cure) failure shall constitute a cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. 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:
Tequila & Mezcal Restaurante

If to Protestant:
Advisory Neighborhood Commission 1A

3475 14th Street, NW
Washington, DC 20010
Attn: Mima E. Alvarado
(301)789-7407

3400 11th Street, NW #200
Washington, DC 20010
Attn: Kent C. Boese, Chairman
(202)944-8111

APPLICANT:

Mirna Alvarado

Cook's Group, Inc. d/b/a Tequila & Mezcal Restaurante

04/12/2019

Date

Mirna Alvarado

Print Name

PROTESTANT:

Kent Boese

Kent Boese, Chairman ANC 1A

4/10/2019

Date

Kent C. Boese

Print Name

Certification:

After providing sufficient notice for and with a quorum of 11 present at its April 10, 2019 meeting, Advisory Neighborhood Commission 1A voted, with 11 Yeas, 0 Nos and 0 Abstentions, to adopt the above agreement.

Kent Boese

Kent Boese, Chairman ANC 1A

Zach Rybarczyk

Zach Rybarczyk, Secretary ANC 1A