

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

In the Matter of:

Baraki, LLC
t/a Baraki

Application for a New
Retailer's Class CT License
at premises

84-86 T Street, N.W.
Washington, D.C.

Case No. 61365-08/065P
License No. 79521
Order No. 2008-308

Baraki, LLC t/a Baraki, Applicant

Karen Cotton, Abutting Property Owner; Cassandra Costly, President, Bloomingdale Civic Association, Myra Dandridge and Bertha Holliday, A Group of Five or More Individuals; and Robert Vinson Brannum, Chairman, Fifth District Citizens Advisory Council, Protestants

BEFORE: Peter B. Feather, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTESTS

The Application for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Regulation Administration (ABRA) for a Roll Call hearing on September 29, 2008, in accordance with D.C. Official Code § 25-601 (2001). Karen Cotton, Abutting Property Owner, filed timely opposition by letter dated September 15, 2008. Myra Dandridge and Bertha Holliday on behalf of a Group of Five or More Individuals filed a timely protest by letter dated September 14, 2008. Cassandra Costly, President of the Bloomingdale Civic Association (BCA), filed a timely protest by letter dated September 14, 2008.

On September 29, 2008, pursuant to Title 23 of the District of Columbia Municipal Regulations § 23-1602.6 (2004), ABRA dismissed the protest resolution of Robert Vinson Brannum, Chairman of the Fifth District Citizens Advisory Council (CAC), because the Fifth District CAC was not recognized as a citizens association incorporated under the laws of the District of Columbia and thus, had no standing. On December 3, 2008, the Board reinstated the protest of the Fifth District CAC.


The official records of the Board reflect that the Parties have reached a Voluntary Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated October 21, 2008, the Protestants has agreed to withdraw their protests, provided, however, the Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Voluntary Agreement.

Accordingly, it is this 3rd day of December 2008, **ORDERED** that:

1. The protests of Karen Cotton, (Abutting Property Owner); Cassandra Costly, President, Bloomingdale Civic Association, Myra Dandridge and Bertha Holliday (A Group of Five or More Individuals) and Robert Vinson Brannum, Chairman, Fifth District Citizens Advisory Council, are **WITHDRAWN**;
2. The Application filed by Baraki, LLC t/a Baraki for a new Retailer's Class CT license at 84-86 T Street N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and to the Protestants.

District of Columbia
Alcoholic Beverage Control Board

Peter B. Feather, Chairperson



Mital M. Gandhi, Member



Nick Alberti, Member



Charles Brodsky, Member



Donald Brooks, Member



Herman Jones, Member

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Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION
VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 21st day of October, 2008, by and between Baraki, Inc. ("Applicant") and Neighbors of the Unit Block of T Street, NW (group of 5 or more residents), an abutting property owner (1837 1st Street, N.W.) and Bloomingdale Civic Association, Inc. (the aforementioned groups will be referred to as the "Protestants").

WITNESSETH

WHEREAS, Applicant has sought a new ABC retailers license Class CT-01 for a restaurant located at 84-86 T Street, N.W., Washington, D.C. (the "Premises");

WHEREAS, Protestants wish to support Applicant's pending license application, subject to approval of a mutually satisfactory Voluntary Agreement; and

WHEREAS, the Applicant has agreed to enter into this Agreement with Protestants to request the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's new application conditioned upon Applicant's compliance with the terms of this written Agreement.

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:

The Applicant's hours of operation and service of alcohol shall be within the following:

Sunday – Thursday	11:00 a.m. to 12:00 a.m.
Friday – Saturday	11:00 a.m. to 1:00 a.m.

The hours of operation and service of alcohol on the sidewalk café shall be within the following:

Sunday-Thursday 11:00 a.m. to 10:00 p.m.

Friday – Saturday 11:00 a.m. to 11:00 p.m.

Any change in the above hours will require ABC Board approval, placarding of the request as a substantial change, and notice and opportunity for protest.

Up until one (1) hour prior to closing, Applicant's kitchen facilities shall remain open with food service. "Last Call" shall be announced ½ hour prior to closing.

3. Occupancy. Applicant shall restrict the maximum capacity inside to 50 seats and outside in the Sidewalk Café to 24 seated persons. Applicant shall post the Certificate of Occupancy, once obtained, in a prominent location. Applicant may not expand its occupancy available seating by more than ten percent (10%) without amendment of this Agreement.
4. Signage. Applicant shall not hang banners or billboards on the exterior of his building. There shall be no permanent obscuring of the windows into the building with any ads for alcoholic beverages and no neon lights. Alcoholic beverage signs in windows shall comply with all D.C. Code and shall not cover in excess of 25% of the window space, as lawfully permitted. Windows in the context of this Agreement shall also include the glass doors of this establishment.
5. Public Space and Trash.
 - a. Applicant agrees to contract with a commercial trash hauler for pickup at least four times per week. Trash shall be kept in sealed, rodent-resistant receptacles, which will not be visible from T Street or First Street. Trash

removal shall not occur before 7:00 a.m. nor after 6:00 p.m. Trash shall not be deposited in exterior receptacles after 12 a.m. nor before 8:00 a.m.

Applicant shall take whatever actions are necessary to ensure that the receptacles do not overflow, including, but not limited to, scheduling additional trash pickups, if necessary. Applicant agrees to maintain such receptacles in a locked and completely closed position, and to ensure all trash is placed inside the receptacles. Applicant shall monitor the exterior and sidewalk (up to and including the curb) three times daily for refuse and other materials and maintain a clean, tidy and professional appearance in these areas.

- b. Applicant shall provide for proper removal of grease and oils. These materials shall not be deposited in the dumpster/trash containers, garbage disposals or city sewer lines.

- 6. Noise and Privacy. Applicant shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibrations from the establishment do not rise above levels permitted in D.C. Code. Should any sound, noise or music be disruptive to any residential occupants, Applicant will take immediate remedial action. Further, Applicant will post signage at all exits to instruct patrons and employees that they are within a residential neighborhood and ask them upon leaving to leave quietly. In addition, insulation for soundproofing will be installed, at the Applicant's expense and at abutting property owner's request, on the North shared wall of their properties inside 1837 1st Street, N.W.

7. Deliveries. All deliveries shall be made from the First Street, N.W. side of the establishment. There shall be no deliveries made on T Street, N.W.
8. Parking. Applicant shall tell their employees they are not to park on the Unit Block of T Street, N.W. (which includes T Street, N.W. from North Capital Street to 1st Street, N.W.). Applicant shall also post a sign near all exits discouraging patrons from parking on the Unit Block of T Street, N.W.
9. Dancing, Music and Entertainment. Applicant shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. Entertainment shall be limited to a DJ or live music with no more than 3 musicians. There shall be no live music or a DJ until after 8:00 p.m. Monday-Friday. On Saturday and Sunday Applicant may have live music before 8:00 p.m. Applicant shall keep all music at a level that is inaudible, and free of any vibrations detectible, from outside the establishment. There shall be no cover charges.
10. Security.
 - a. Applicant shall take reasonable efforts to ensure that patrons do not become unruly. Applicant shall notify the DC Metropolitan Police Department of any suspicious activity he notices on the Unit Block of T Street, N.W. and/or on the 1800 block of 1st Street, N.W.
 - b. Applicant shall provide lighting on the column posts of his fence around the sidewalk café to illuminate the café, the sidewalks and streets around his building and into the pocket park opposite the entry of the establishment to encourage safety in the area.

11. Rats and Vermin. The Applicant shall provide rat and vermin control. Applicant shall enter into a pest control contract with a licensed pest control company containing commercially reasonable terms. Contracted control services shall be performed no less than twice per month. Applicant shall make reasonable effort to keep the interior of the establishment rodent and pest free.
12. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is encouraged to:
- a. attend 2-3 meetings per year of the Bloomingdale Civic Association for the purpose of reporting the status of the establishment and to hear related concerns of the residents. Applicant, upon notice from the ANC shall send a representative of the establishment to a meeting of the organization to discuss and find reasonable ways to resolve any problems associated with its operations.
 - b. Attend periodic community meetings of the District 5 Metropolitan DC Police Department.
 - c. Cooperate with the North Capital Main Street Program to help support economic development and increase the number of small businesses in this neighborhood.
13. License Ownership. Applicant agrees to abide by all Alcoholic Beverage Regulation Administration ("ABRA") regulations regarding the ownership of the license. Applicant also agrees to be the sole owner of the ABC license and agrees not to transfer or sell to any other entity before first notifying the Bloomingdale Civic Association and then obtaining approval from the ABC Board. Applicant agrees to

notify any prospective transferee, assignee or contractee of the existence of this Agreement and to provide them with a copy.

14. Binding effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.

15. Notices and Enforcement Before the ABC Board. In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within thirty (30) days thereafter before action against Applicant on the basis of such violation may be undertaken, unless the violation be of such a nature that more immediate action is required, in which case, the period for opportunity to cure shall be reduced to a reasonable time commensurate with the violation (such 30-day or shorter period is hereinafter referred to as the "cure period"). A material violation of this Agreement or its ABC license by Applicant, which has not been cured within the cure period, shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement.

16. Notice. Notice under this Agreement shall be in writing, and may be given by mail or by hand delivery. Mail notice shall be deemed effective as of three days after mailing and hand delivery upon actual delivery. Notices may be addressed:

If to Applicant, to:

Mr. Alexander Duni
Baraki
84-86 T Street, N.W.
Washington, D.C. 20001

If to Group of 5 residents, to:
Myra Dandridge
54 T Street, N.W.
Washington, D.C. 20001

If to Bloomingdale Civic Association:
President
P.O. Box 1438
Washington, D.C. 20013

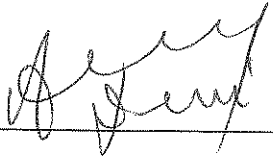
If to Abutting Property Owner:
Karen Cotton
Kumon of Washington, D.C. – Northwest
1837 1st Street, N.W.
Washington, D.C. 20001

With a copy to:
Dimitri P. Mallios
Mallios & O'Brien
2600 Virginia Avenue, N.W.
Suite 1112
Washington, D.C. 20037

17. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.
18. Withdrawal of Protest. Protestants agree to the issuance of the ABC License and withdrawal of their protests, provided that the present Voluntary Agreement is incorporated into the Board's order approving the license, which is hereby conditioned upon compliance with such Voluntary Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

Baraki, LLC

By:  10/21/08

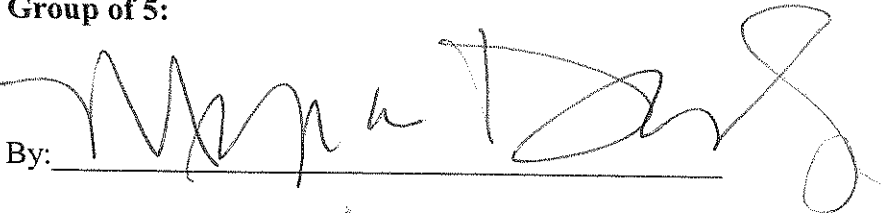
Alexander Duni, Managing Member

Bloomington Civic Association, Inc.

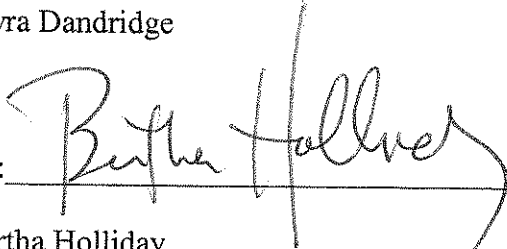
By: President, Cassandra R. Costley

Cassandra Costley

Group of 5:

By: 

Myra Dandridge


By: 

Bertha Holliday

Abutting Property Owner

By: 

Karen Cotton


ROBERT VINSON BRANNUM