

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

**In the Matter of:** )  
 )  
Bronze DC, LLC )  
t/a Bronze DC )  
 )  
Applicant for a New )  
Retailer’s Class CT License )  
 )  
at premises )  
1245 H Street, NE )  
Washington, D.C. 20002 )  
 )

Case No.: 22-PRO-00092  
License No.: ABRA-121843  
Order No.: 2022-671

Bronze DC, LLC, t/a Bronze DC, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Michael Velasquez, on behalf of Advisory Neighborhood Commission (ANC) 6A

Cherie Mitchell and Carly Rush, Designated Representatives, on behalf of a Group of Five or More Individuals, Protestant

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

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**ORDER ON SETTLEMENT AGREEMENT AND DISMISSAL OF  
A GROUP OF FIVE OR MORE INDIVIDUALS’ PROTEST**

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The Application filed Bronze DC, LLC, t/a Bronze DC (Applicant), for a new Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 19, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6A have entered into a Settlement Agreement (Agreement), dated September 8, 2022, 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 Michael Velasquez, on behalf of ANC 6A, are signatories to the Agreement.<sup>1</sup>

In addition, the Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 21st day of September 2022, **ORDERED** that:

1. The Application filed by Bronze DC, LLC, t/a Bronze DC, for a new Retailer's Class CT License, located at 1245 H Street, NE, Washington, D.C., is **GRANTED**;
2. The above-referenced Settlement Agreement submitted by the Applicant and ANC 6A to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
3. The Protest of the Group of Five or More Individuals is **DISMISSED**; and
4. Copies of this Order shall be sent to the Parties.

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<sup>1</sup> The Board received an emergency petition, dated September 20, 2022, from the dismissed group. Nevertheless, there is no evidence of proper service on the other parties pursuant to 23 DCMR §§ 1703.1 and 1703.7, and no certificate of service pursuant to 23 DCMR § 1703.6 was included. Therefore, it is not currently eligible for consideration by the Board.

District of Columbia  
Alcoholic Beverage Control Board

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*Donovan Anderson*  
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Donovan Anderson, Chairperson

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*James Short*  
Key: 547ac37820da6ac881b3303d243ec

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James Short, Member

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*Bobby Cato*  
Key: 256d3fca9d8a146d7f4b75bd7917d20d

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Bobby Cato, Member

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*Rafi Aliya Crockett, Member*  
Key: b550e91845e1f9e401d155e5c1281cc

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Rafi Crockett, Member

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*Jeni Hansen, Member*  
Key: 8217255181059447451b5d6c2a41805

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Jeni Hansen, Member

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*Edward Grandis, Member*  
Key: 5027bda7ff0040cc14adeb52541ca5

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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).



Made this 8<sup>th</sup> day of Sept, 2022

by and between

Bronze DC (ABRA - 121843)  
1245 H Street NE  
Washington DC 20002

And

**Advisory Neighborhood Commission 6A**

**Preamble**

Through this Agreement, both parties aim to create an environment whereby Applicant may operate as a viable contributing business in the ANC 6A community, while concurrently curtailing any adverse effects a business such as Applicant's could have on the surrounding neighborhood.

Applicant is encouraged to work regularly with ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this Agreement are reasonable and must become wholly integrated into the day-to-day operation of the establishment.

**Witnesseth**

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Class CT Liquor License at the subject premises; and,

Whereas the parties wish to state their mutual intention and commitment to promote the success, peace, order, quiet, and equity of the community. Both parties recognize the importance of commercial districts (and limited commercial operations within residential districts) and their adjacent neighborhoods that are safe, clean, and "pedestrian friendly."

**The Parties Agree As Follows:**

1. **Public Space Cleanliness and Maintenance.** Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:
  - a. Having employees pick up trash and recycling, including beverage bottles and cans, and all other trash a minimum of twice daily
  - b. Maintaining regular trash, garbage, and recycling removal service, regularly removing trash and recycling from the trash and dumpster area and seeing that the trash and dumpster area remain clean.
  - c. Depositing trash, garbage, and recycling only in rodent-proof dumpsters, and making reasonable efforts to see that dumpster covers fit properly and remain fully closed except when trash, recycling,

- or garbage is being added or removed.
- d. Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
  - e. Making best efforts to assist in maintenance of the curbs in front of the establishment to keep them free of trash and recycling, removing snow and ice from the sidewalk, and complying with all applicable D.C. laws and regulation in these respects.
  - f. Generally tending to tree boxes directly in front of the subject premises, if any.
  - g. Promptly removing or painting over any graffiti written on the exterior walls of the property.
  - h. Advising employees not to park on public space between the building and the curb.
  - i. Not locating trash bins, chairs, tables, or other equipment on public space without a valid permit.

**2. Business Operations and Practices.**

- a. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person or to any person who appears to be intoxicated.
- b. Applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- c. Applicant shall not knowingly permit patrons to bring an open container of an alcoholic beverage into the establishment from outside sources and shall not knowingly permit any patron exit the establishment with an open container of an alcoholic beverage.
- d. Applicant will not provide or sell alcoholic beverages “to go” except as authorized by DC law.
- e. Applicant agrees not to promote or participate in bar or pub “crawls” or any other event of this nature unless the event has been reviewed and approved by the ABC Board.
- f. The licensed establishment will be managed in person by Applicant or a board-licensed manager.
- g. Applicant agrees to post signage stating the current legal drinking age, requirement to produce valid identification, and warning about the consumption of alcoholic beverages during pregnancy, in accordance with DC Code §25-712 and §25-713. Applicant shall take reasonable measures to ensure that security staff/personnel are properly trained to address potential safety and security issues that may arise. Applicant shall make every effort to prohibit and prevent criminal activity on or in front of the establishment premises, including, calling appropriate emergency services if illegal activity is observed.
- h. Applicant will utilize and maintain high-intensity floodlights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn, consistent with District of Columbia light pollution regulations, 12-K DCMR § 409.

**3. Music / Dancing / Entertainment.**

- a. Applicant agrees to ensure that sounds originating from within the establishment are mitigated by installing adequate soundproofing.
- b. No sound, noise, music, or voices emanating from the licensed establishment shall be of such intensity that it may be heard in any premises other than the licensed establishment. This restriction does not apply to: (1) sound, noise, music, or voices heard in any premises which are located within a C-1, C-2, C- 3, C-4, C-M, or M zone, as defined in the zoning regulations for the District, and (2) sound, noise, music, or voices occasioned by the normal opening of entrance and exit doors for the purpose of ingress and egress.
- c. In order to mitigate noise in the summer garden, Applicant agrees that the outdoor space will remain fully enclosed, except for normal use of windows for regular ventilation.
  - i. Applicant shall inform its patrons by signage and other means that residences are in proximity to the Establishment and urge quiet and decorum by patrons upon exiting the Establishment.
- d. The enclosed summer garden shall close at 2:00am Sunday through Thursday evenings and 3:00am on Friday and Saturday evenings. The sale and consumption of alcoholic beverages must end at that

- time and the patio must be cleared of all patrons and staff.
- e. If the summer garden is not enclosed, any entertainment in the summer garden shall end at 8:00pm Sunday through Saturday.
4. **Cooperation with ANC 6A.** Applicant is encouraged to work with ANC 6A, the Single Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, the Chair of the ABL Committee, and other Commissioners whose SMDs are adjacent to the location of the establishment to address concerns arising from violations of this agreement.
  5. **Modifications.** This Agreement may be modified, and such modification implemented by Applicant only by mutual agreement of the parties in writing and the subsequent approval of the modification by the ABC Board pursuant to DC Official Code § 25-446 or as required by District law.
  6. **Miscellaneous.**
    - a. Applicant shall retain a copy of this Settlement Agreement in the establishment and have it available for review upon request.
    - b. Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 6A does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.
    - c. Applicant is encouraged to participate in a Business Improvement District if one exists.
    - d. If any provision of this agreement, or any portion thereof, is held to be invalid or unenforceable, the remainder of the agreement shall nevertheless remain in full force and effect.
  7. **Enforcement.**
    - a. If any party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant. The applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default. In cases where the defaulting Party reasonably requires more than ten (10) days to come into compliance, the defaulting Party shall, within ten (10) days, make substantial efforts toward compliance and pursue those efforts until the default is corrected.
    - b. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement and fail to come into compliance or make substantial efforts toward compliance as provided by Section 7(a) of this agreement, it is understood by all parties that the ANC 6A and/or its committees, or others may immediately petition the Alcohol Beverage Regulatory Administration (ABRA) to investigate violations of this agreement and take appropriate actions per 23 D.C.M.R.
    - c. This Settlement Agreement is binding on the applicant and its successors and will continue in force for any and all subsequent license holders at this location.

**In Witness Whereof**

The parties have affixed hereto their hands and seals.

**Applicant:**

By: Jordan "Keem" Hughley Date: 09/08/2022

Signature: 

**Advisory Neighborhood Commission 6A Representative:**

By: Michael Velazquez

Date: 9/8/22

Signature: \_\_\_\_\_

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read 'Michael Velazquez'. It starts with a large 'M' and ends with a long, sweeping tail that loops back under the line.