



## Advisory Neighborhood Commission 1C

PO Box 21009, NW, Washington, DC 20009

[www.anc1c.org](http://www.anc1c.org)

Representing Adams Morgan

**Commissioners:**

Amir Irani (1C01)

September 10, 2019

Bridget Pooley (1C02)

Ted Guthrie (1C03)

<vacant> (1C04)

Damiana Dendy (1C05)

Michaela Wright (1C06)

Japer Bowles (1C07)

Amanda Fox Perry (1C08)

Donovan Anderson

Chairperson, Alcoholic Beverage Control Board

2000 14th Street NW, Suite 400S

Washington, DC 20009

**sent by attachment to email to [abra.legal@dc.gov](mailto:abra.legal@dc.gov)**

Re: ABRA

Ironworks LLC, t/a Death Punch, Shabu Plus and Shibuya Eatery

Dear Mr. Anderson:

At a duly-noticed public meeting held on September 4, 2019, with a quorum present, Advisory Neighborhood Commission 1C passed a resolution approving the attached Settlement Agreement by a vote of 7-0-0. We also passed a resolution approving a stipulated license consistent with the Settlement Agreement by a vote of 7-0-0.

Please advise if anything further is necessary.

Ted Guthrie

Chair, ANC 1C

**SETTLEMENT AGREEMENT CONCERNING ISSUANCE OF A LICENSE FOR THE  
SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made this 4th day of September, 2019, by and among Ironworks LLC t/a Death Punch, Shabu Plus and Shibuya Eatery (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), the Kalorama Citizens Association (hereinafter "KCA"), and the Reed-Cooke Neighborhood Association (hereinafter "RCNA") (collectively, the "Parties"), witnesseth:

**Whereas**, Applicant has applied for a class CR retail restaurant license (No. \_\_\_\_\_ to be assigned by ABRA) to be located at 2321 18th Street, NW, Washington, DC.

**Whereas**, the restaurant is located within the boundaries of ANC 1C and both KCA's and RCNA's boundaries are within the "relevant area" used by the Board to establish geographic boundaries.

**Whereas**, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of ANC 1C, RCNA and KCA and to include this Agreement as a formal condition of its application to the Alcoholic Beverage Regulation Administration ("ABRA"). ANC 1C, KCA and RCNA will agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage Control ("ABC") Board's order approving such application.

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

**1. Nature of Establishment**

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with food menu items available until at least one hour before closing. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times when the establishment is open for business.

**2. Hours of operation shall not exceed:**

Inside:

Sunday through Thursday: 08:00 am - 2:00 am

Friday and Saturday: 08:00 am - 3:00 am

Summer Garden:

Licensee operates a rear deck off the first floor level which is a private space Summer Garden. Hours of operation are the same as above.

### **3. Occupancy**

The total occupancy load inside the establishment shall be 170 with a seating capacity of 90. The outdoor summer garden seating capacity shall be 24.

### **4. Entertainment**

Entertainment shall take place at the establishment only on Fridays and Saturdays between the hours of 8 pm and 2:45 am.

There shall be no cover charge at the establishment.

There shall be no dance floor at the establishment.

### **5. Noise**

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

(a) To prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code, section 25-725. Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

(b) Applicant agrees not to place outside in the public space or Summer Garden, any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space or Summer Garden.

(c) Sound from inside will not be audible in residential housing units.

### **6. Trash/Garbage/Rodents**

(a) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.

(b) Applicant agrees to segregate and recycle bottles and glass refuse from trash. Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

(c) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

### **7. Exterior including public space**

(a) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

(b) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

(c) Applicant shall make reasonable efforts to manage the line in front of the establishment such as to minimize noise and the obstruction of the pedestrian passageway.

#### **8. Third Party Events**

Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

#### **9. Bar/Pub Crawls**

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

#### **10. Consideration of Neighbors**

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 pm. to 8:00 am.

#### **11. Modification**

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

#### **12. Regulations**

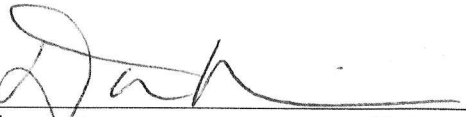
In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC, KCA or RCNA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

#### **13. Availability of Settlement Agreement**

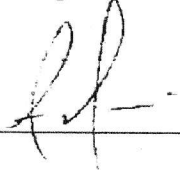
Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

(signatures on following page)

FOR Ironworks LLC

By:   
Signature: DARREN NORRIS Date: 9/4/17

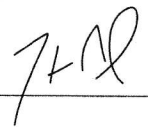
FOR Advisory Neighborhood Commission 1C

By:  9/10/19  
Signature: \_\_\_\_\_ Date

FOR Kalorama Citizens Association

By:  9-10-19  
Signature: \_\_\_\_\_ Date

FOR Reed-Cooke Neighborhood Association

By: Nicholas Roland  9/10/19  
Signature: \_\_\_\_\_ Date