



Advisory Neighborhood Commission 1C
PO Box 21009, NW, Washington, DC 20009
anc1c.org
Representing Adams Morgan

Amir Irani (1C01)

January 12, 2020

Bridget Pooley (1C02)

Donovan Anderson, Chair
ABC Board

Ted Guthrie (1C03)

2000 14th Street, NW, Suite 400
Washington, DC 20009

John Zottoli (1C04)

Sent by attachment to email to abra.legal@dc.gov

Damiana Dendy (1C05)

RE: Settlement Agreement
ABRA-008658
Los Cuates Adams Morgan

Michaela Wright (1C06)

Japer Bowles (1C07)

Vacant (1C08)

Dear Chair Anderson:

At a duly-noticed public meeting held on 1/8/2020, with a quorum present, Advisory Neighborhood Commission 1C passed a resolution approving the attached settlement agreement by a vote of 6-0-0. Additionally, ANC 1C passed a resolution, by a vote of 6-0-0, in support of a Stipulated License during the remainder of the Protest Period upon approval of this Settlement Agreement by the ABC Board.

Amir Irani
Chair, ANC 1C

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

NEW AGREEMENT, made this 21st day of January, 2020, by and among Los Cuates Adams Morgan, Inc. (hereinafter "Licensee"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), Reed-Cooke Neighborhood Association (hereinafter "RCNA") and the Kalorama Citizens Association (hereinafter "KCA") (collectively, the "Parties"), witnesseth:

Whereas, Licensee has a class CR retail restaurant license (ABRA 008658) located at 2429 18th Street, NW, Washington, DC.

Whereas, said license is subject to a Settlement Agreement, affirmed by the Alcoholic Beverage Control Board of the District of Columbia ("Board") by order dated May 18, 1990.

Whereas, that Settlement Agreement was amended, affirmed by the Board by order dated May 25, 2016.

Whereas, the parties wish this agreement to be considered as new.

Whereas, the restaurant is located within the boundaries of ANC 1C and is within the membership boundaries of the KCA and RCNA.

Whereas, the parties desire to enter into a new Agreement whereby Licensee 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 for a Substantial Change in license to the Alcoholic Beverage Regulation Administration ("ABRA"). ANC 1C, RCNA, and KCA will agree to the approval of such change in license provided that this Agreement is incorporated into the 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 Licensee shall operate with the primary purpose of food preparation and consumption. Licensee 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. Licensee 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

It is understood between the parties that the 8:00 am opening time is not a requirement, but may be used at the discretion of the Licensee.

Sidewalk Cafe:

Licensee operates a sidewalk cafe in front of its restaurant. Hours of operation for the sidewalk cafe shall not exceed:

Sunday through Thursday: 11:00 am - midnight
Friday and Saturday: 11:00 am - 1:00 am

3. Occupancy

The total occupancy load inside the establishment shall be 95. The outdoor sidewalk cafe seating capacity shall be 20.

4. Entertainment

Entertainment shall take place only in the front room of the establishment.

Entertainment shall be limited to live music, played by no more than 5 musicians between the hours of 10 pm and 1 am, Thursdays, Fridays and Saturdays.

Any musical equipment shall be removed during hours that live music is not permitted and tables and chairs restored to that area.

Whenever live music is featured, Licensee shall keep both front doors to the restaurant closed so that the vestibule there can aid in keeping sound from escaping.

There shall be no cover charge at the establishment.

5. Noise

Licensee acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Licensee 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 Licensee 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) Licensee agrees not to place outside in the public space or Sidewalk Cafe 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 Sidewalk Cafe.
- (c) Sound from inside will not be audible in residential housing units.

6. Trash/Garbage/Rodents

- (a) Licensee 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. Licensee 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. Licensee will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.
- (b) Licensee agrees to segregate and recycle bottles and glass refuse from trash.
- (c) Licensee 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.
- (d) Licensee 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) Licensee 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) Licensee 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) Licensee 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.

In the case of the current modification, Licensee agrees to file a Substantial Change application with the Board that does not exceed the permissions contained in this Agreement.

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 or KCA 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.

14. Final Agreement and Modification

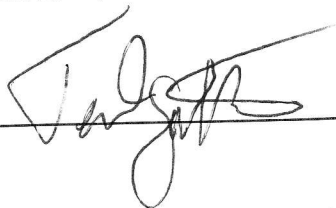
This agreement supersedes any other prior agreements concerning this license, and shall constitute the only agreement between the Parties, except to the extent it is subsequently modified by the Parties. For purposes of DC Official Code Section 25-466(d)(2)(B), the date of

the Board's approval of this Agreement shall be considered its initial approval and shall commence the applicable period.

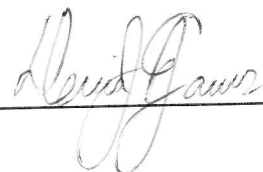
For Los Cuates Adams Morgan, Inc.

by:  _____ date: 1/7/2020

For ANC 1C

by:  _____ date: 1/8/2020

For Kalorama Citizens Association

by:  _____ date: 1-8-2020

For Reed-Cooke Neighborhood Association

by:  _____ date: 1/8/20