

Settlement Agreement

AGREEMENT, made this 1st day of April, 2015, by and between Two Tails LLC (hereinafter “Applicant”), Advisory Neighborhood Commission 1C (hereinafter “ANC 1C”), and the Kalorama Citizens Association (hereinafter “KCA”), witnesseth:

Whereas, Applicant has applied for a class CR license (No. 98033) for its new restaurant, to be located at 1827 Adams Mill Road, NW, Washington, DC, 20009.

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address the concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application, and ANC 1C and KCA will agree to the approval of such license provided that such 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 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 with sufficient food supplies and remain open and operational until one (1) hour prior to closing.

2. Entertainment

The parties agree and acknowledge that Applicant has not applied for an Entertainment Endorsement on this license.

3. Hours of Operation

Sunday through Thursday: 8 am - 1 am

Friday and Saturday: 8 am - 1:30 am

Exceptions to the stated hours shall be granted for:

- a.) Days designated by the ABC Board as “Extended Hours for ABC Establishments” or “Daylight Savings Time Extension of Hours” - Applicant may operate for one additional hour (that is, one hour later);

b.) In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours; and

c.) On January 1 of each year Applicant may operate for one additional hour.

It is understood between the parties that the above specified opening and closing times represent maximum hours and not a requirement, but may be used at the discretion of the Applicant.

Although its application included a request for a Sidewalk Cafe, Applicant agrees to withdraw that portion of the application and agrees that it will not be operating any outdoor seating on public or private space.

4. Occupancy

Interior capacity seating will not exceed the interior seating capacity as specified in the Certificate of Occupancy: 90 seats. The total occupancy load will not exceed 99 as specified in the Certificate of Occupancy.

5. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

a.) Preventing 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.) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.

c.) Applicant agrees not to place outside in the public space 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.

d.) Amplified sound from inside will not be audible at surrounding residential housing areas.

6. Trash/Garbage/Rodents

a.) Applicant shall deposit trash in the interior trash room of the building in which the restaurant is located and maintain regular trash/garbage removal service. Applicant shall deposit trash and garbage only in rodent-proof containers, and shall see that container 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 and agrees to make reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the trash containers between the hours of 11:00 p.m. and 8:00 a.m.

c.) 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.

d.) 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 containers.

7. Exterior including public space

a.) Applicant shall assist in the maintenance of 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 acknowledges that Lanier Place is predominantly a residential street, and shall make every reasonable effort to prevent or disperse patrons from gathering or loitering or causing noise or other disturbance in front of the establishment, as they arrive in advance of opening, during business hours, and as they depart at closing.

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 or an ABC licensed manager is not present and managing the business.

9. Bar/Pub Crawls

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

10. Consideration of Neighbors

Licensee will encourage employees and patrons to be considerate of neighboring residents at all times. Licensee will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 p.m. to 7:00 a.m.

11. Modification

This Agreement can be modified only the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. 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 1C 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.

TWO TAILS LLC

By: Three Donkeys LLC, Managing Member

By: _____

Jill M. Tyler, Managing Member

KALORAMA CITIZENS ASSOCIATION

By: _____

Denis James, President

ADVISORY NEIGHBORHOOD COMMISSION 1C

By: _____

Ted Guthrie, Chair, ABC/Public Safety Committee