

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

AGREEMENT, made this 5th day of October, 2022, by and among Oh Mama Grill DC, LLC t/a Oh Mama Grill DC (hereinafter “Applicant”), Advisory Neighborhood Commission 1C (hereinafter “ANC 1C”), and the Kalorama Citizens Association (hereinafter “KCA”), (collectively, the “Parties”), witnesseth:

Whereas, Applicant has applied for a new Retailer’s Class “C” Restaurant license (CR-01), to be located at 1829 Columbia Road, NW, license number ABRA-122179.

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

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application to the Alcoholic Beverage Regulation Administration (“ABRA”). ANC 1C and KCA agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage Control 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 shall be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with food menu items available during all hours of operation. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them.

2. Hours of operation shall not exceed:

Inside:

Sunday-Wednesday:	11:00 am - 12:00 midnight
Thursday, Friday and Saturday:	11:00 am - 2:00 am

Sidewalk Cafe:

Sunday-Wednesday:	11:00 am - 12:00 midnight
Thursday, Friday and Saturday:	11:00 am - 1:00 am

3. Occupancy

Inside: 27

Sidewalk Cafe: 18

4. 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 Sidewalk Cafe or in a Streatery, should the Applicant be granted one, any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound to the outside.

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

(d) The entry doors shall never be propped open during hours of operation.

(e) The Parties agree that the Application contained no Entertainment Endorsement request.

5. Trash/Garbage/Rodents

Applicant agrees to paint the establishment name on their trash, recycling and grease containers.

(a) Applicant shall maintain at least three days per week of regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Should additional trash pick-ups be needed, Applicant agrees to contact their trash service and arrange for additional pick-ups. 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 shall eliminate food sources for rodents to help eliminate the rat population.

(b) Applicant agrees to segregate recyclables from trash and to recycle cardboard, plastic bottles, jars and other containers as well as glass bottles and other glass refuse. Recyclables will be kept inside overnight and put out the next day before 6 pm to avoid loud noise late at night.

(c) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will deposit grease or fatty oils only in a container designed for that purpose, and maintain the services of a grease removal company.

(d) 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.

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.

8. Third Party Events. Applicant agrees to operate the establishment under the terms of its license and will not rent out or otherwise allow the establishment to be used by third parties for events where the owner/manager is not present and actively managing the business. Further, Applicant agrees to not use promoters in any connection with the establishment.

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.

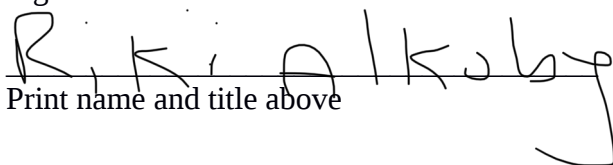
11. Modification. This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting,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

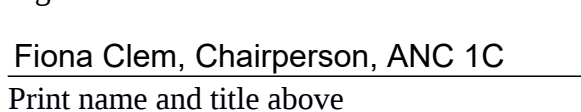
For Oh Mama Grill DC, LLC

By:  _____ 9/29/22
Signature above Date

 _____
Print name and title above

For Advisory Neighborhood Commission 1C

By:  _____ 10/6/2022
Signature above Date

 _____
Print name and title above

For Kalorama Citizens Association

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Denis James, President Date