

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

**AGREEMENT**, made this 7th day of December 2022, by and among Jesiree's Chop House & Lounge LLC t/a Jesiree's (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 class CR retail restaurant license (ABRA-122939) to be located at 2434 18<sup>th</sup> Street, NW, Washington, DC on the basement, 1st floor, and Mezzanine, with Sreatery, Entertainment, Dancing, Holiday Extension, and Alcohol Carryout & Delivery Endorsements.

**Whereas**, the restaurant is located within the boundaries of ANC 1C and is within the membership boundaries of the 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 will 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 will be offered to patrons. 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. The full-service kitchen shall be staffed and maintained, open and operational, with food menu items available until at least two hours before closing.

### **2. Hours of Operation and Sales, Service & Consumption of Alcoholic Beverages:**

A) *Licensee's Hours of Operation are as follows:*

- Sunday through Thursday: 7:00 a.m. - 1:00 a.m.
- Friday and Saturday: 7:00 a.m. - 3:00 a.m.

It is understood between the Parties that the 7:00 a.m. opening time is not a requirement but may be used at the discretion of the Licensee.

B) *Licensee's Hours of Sales, Service & Consumption of Alcoholic Beverages are as follows:*

- Sunday through Thursday: 8:00 a.m. - 1:00 a.m.
- Friday and Saturday: 8:00 a.m. - 3:00 a.m.

The sales of alcoholic beverages will end at 12:30 a.m. on Sunday through Thursday and 2:30 a.m. on Friday and Saturday (“last call”). However, patrons shall be permitted to consume or finish any alcoholic beverages purchased at or before last call until the close of business.

It is understood between the Parties that the 8:00 a.m. commencement of alcoholic beverage service time is not a requirement but may be used at the discretion of the Licensee.

C) Provided that:

- (i) on days designated by the DC ABC Board as “Holiday Extension of Hours” applicant may operate for one additional hour (that is, one hour later) with last call 30 minutes prior to closing;
- (ii) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration or World Cup) applicant may avail itself of such extended hours with last call 30 minutes prior to closing; and
- (iii) on January 1 of each year applicant may operate until 4:00 a.m. with last call at 3:30 a.m.; and
- (iv) On days outlined in the preceding sections, the ANC and KCA shall not object to Applicant offering Entertainment pursuant to a One Day Substantial Change Permit approved by the ABC Board.

There shall be no overnight operation at the establishment associated with C) i through iv above. “Overnight operation” is considered to be between 4:00 a.m. and 7:00 a.m. without alcoholic beverage service.

D) *Licensee’s Streatery Hours of Operation are as follows:*

- Sunday through Thursday: 7:00 a.m. – 11:30 p.m.
- Friday and Saturday: 7:00 a.m. – 12:00 a.m.

E) *Licensee’s Streatery Hours of Alcohol Sales, Service, and Consumption are as follows:*

- Sunday through Thursday: 8:00 a.m. – 11:30 p.m.
- Friday and Saturday: 8:00 a.m. – 12:00 a.m.

Applicant shall announce last call 30 minutes before the closing hour listed above for the streatery, each day of operation. However, patrons shall be permitted to consume or finish any alcoholic beverages purchased at or before last call until the close of the streatery’s operating hours or may bring their alcoholic beverages inside to consume or finish any alcoholic beverages until the close of business.

F) *Carry-out and Delivery:*

Applicant has applied for a carry-out and delivery endorsement to allow delivery of beer, wine, or spirits in closed containers, along with at least one prepared food item, within the District of Columbia. If the order is being delivered by an employee of Applicant, said employee shall be at least 18 years old and will deliver only to persons 21 years or older. Applicant may use third-party delivery services to fulfill such orders. Applicant is encouraged to remind the third-party deliverer to check IDs at the time of delivery for orders that include alcoholic beverages.

Hours for such deliveries shall be 9:00 a.m. – 12:00 a.m. 7 days per week.

### **3. Entertainment Endorsement**

The Licensee's Hours of Entertainment are as follows:

- Sunday: 8:00 a.m. - 11:00 p.m.
- Friday: 6:00 p.m. - 3:00 a.m.; and
- Saturday: 8:00 a.m. - 3:00 a.m.

There shall be no cover charge. There shall be no live music, DJ, or dancing Monday through Thursday, subject to the exception outlined in Section 2(C)(iv).

Entertainment shall only be offered on the interior premises. Entertainment shall end 30 minutes before closing each night of operation that Entertainment is offered. On nights that Entertainment is offered, Licensee shall have food items available to patrons available until one hour prior to closing.

### **4. Occupancy**

Interior capacity will not exceed the interior seating capacity as specified in the Certificate of Occupancy: 183.

Streatery capacity shall not exceed 30 seats.

### **5. Noise**

Licensee 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 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.) 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.) Licensee 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. Notwithstanding the foregoing or any other provision in this Agreement, for the duration that the ABC Board, DC Council, and/or the Mayor permits licensees to provide pre-recorded music on streateries, Applicant may provide prerecorded music on its exterior premises until 12:00 am. Any prerecorded music played will be only ambient background music. Music offered outside shall NOT be audible in residential units.

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

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

a.) Licensee shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, with pick-ups at least 4 times per week, and see that the trash and dumpster areas remain clean. Should Applicant's dumpsters not be adequate to contain the amount of trash generated, additional pick-ups shall be called for immediately. Licensee shall deposit trash and garbage only in rodent-resistant 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 and agrees to make all reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the trash dumpsters between the hours of 11:00 p.m. and 8:00 a.m.

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 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 (as weather permits) from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

b.) Applicant shall make reasonable and necessary efforts to prevent or disperse loitering or any other source of noise or disturbance in the areas to the front and rear of the premises during business hours and at closing, and to encourage patrons to leave those areas quietly at closing through signage or other means.

c.) Applicant shall make reasonable and necessary effort to prevent the formation of a line on the public space in front of the establishment due to fire safety and noise concerns and the obstruction of the pedestrian passageway.

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

Licensee 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**

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

**10. Consideration of Neighbors**

Licensee will encourage employees and patrons, through signage or other means, 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 8:00 a.m., through signage or other means.

**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**

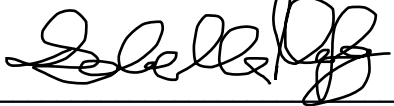
In addition to the foregoing, Licensee shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC or KCA from filing an objection to any request by the Licensee to the Board of Zoning Adjustment.

**13. Availability of Settlement Agreement**

Licensee 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 the following page]

**JESIREE'S CHOP HOUSE & LOUNGE LLC**

By:   
Isabella Nartey-Sall, Managing Member


12/06/2022  
Date

**ADVISORY NEIGHBORHOOD COMMISSION 1C**

By:   
Fiona Clem, Chairperson ANC 1C

12/8/2022  
Date

**KALORAMA CITIZENS ASSOCIATION**

By:   
Denis James, President

12-6-2022  
Date