



Made this 10th day of August 2021

by and between

**Capitol Square Bar and Grill Limited Liability Company**

**t/a DC Capitol Square Bar and Grill**

1500 East Capitol Street, NE

Washington, DC 20003

and

**Advisory Neighborhood Commission 6A (ANC 6A)**

#### **Preamble**

Through this Agreement, both parties aim to create an environment whereby Capitol Square Bar and Grill Limited Liability Company (“Applicant”) may operate as a viable contributing business in the ANC 6A community, while concurrently curtailing any adverse effects a business such as Applicant’s could have on the surrounding neighborhood. Applicant is encouraged to work regularly with ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this Agreement are reasonable and must become wholly integrated into the day-to-day operation of the establishment.

#### **Witnesseth**

Whereas, Applicant’s premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer’s Class “C” Restaurant Liquor License at the subject premises; and,

Whereas, the parties wish to state their mutual intention and commitment to promote the success, peace, order, quiet, and equity of the community. Both parties recognize the importance of commercial districts (and limited commercial operations within residential districts) and their adjacent neighborhoods that are safe, clean, and “pedestrian friendly.”

#### **The Parties Agree As Follows:**

- 1. Public Space Cleanliness and Maintenance.** Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway abutting applicant’s

exterior trash and recycling storage areas behind 1508 East Capitol Street, NE) adjacent to or in use by the establishment in a clean and litter-free condition by:

- a. Picking up trash, garbage and recycling, including beverage bottles and cans, and all other trash on the public space immediately adjacent to the premises, including the Capitol Bikeshare station, a minimum of twice daily (once immediately before business hours and again between 5:00 p.m. and 8:00 p.m.).
- b. Maintaining contracted regular trash, garbage, and recycling removal service to be provided by a DC-licensed commercial haulers; regularly removing trash, garbage and recycling from the trash and dumpster area; and seeing that the trash and dumpster area remain clean. Applicant's employees shall not dispose of bottles or glass into trash or recycling containers or dumpsters outside of the establishment in a manner which creates noise audible to residential neighbors after 9:00 pm.
- c. Depositing trash, garbage, and recycling only in rodent-proof dumpsters, and seeing that dumpster covers fit properly and remain fully closed except when trash, garbage or recycling is being added or removed. Applicant shall require its trash, garbage and recycling contracts to pick up trash, garbage and recyclables no earlier than 8:00 am and not later than 8:00 pm on weekdays and no earlier than 10:00 am and not later than 8:00 pm on weekends.
- d. Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Health as posted on its website.
- e. Assisting in maintenance of the curbs in front of the establishment to keep them free of trash and recycling, removing snow and ice from the sidewalk, and complying with all applicable D.C. laws and regulation in these respects.
- f. Storing used cooking oils and grease utilized in or resultant from the preparation of food within the interior of the Establishment until such oils or grease are removed by a disposal contractor.
- g. Promptly removing or painting over any graffiti written on the exterior walls of the property. "Promptly" is defined as within two (2) weeks of the graffiti's appearance.
- h. Requiring the owner, employees and contractors not to park private or commercial vehicles on public space between the establishment and the curb.
- i. Not locating trash bins, chairs, tables, or other equipment on public space without a valid public space permit.
  - i. Establishment has stated its intention to maintain trash, garbage, and recycling storage with abutting alley on private space owned by 1508 East Capitol Street, NE due to limited trash storage availability within the interior of the Establishment premises. Applicant shall promptly notify the ANC of any changes to this storage arrangement.
- j. Applicant shall receive all deliveries of food, beverages, and supplies during hours between 7:00 am and 7:00 pm. Applicant shall not accept deliveries from vehicles parked or idling in the bike lane or in the bus lane/in front of the bus shelter on the unit block of 15<sup>th</sup> Street, NE.

## **2. Business Operations and Practices.**

- a. Applicant's Hours of Operations and Hours of Sales, Service, and Consumption of Alcoholic Beverages:
  - i. Interior Hours of Operations:
    - Interior hours of operation are those listed within Applicant's Alcoholic Beverage License Application and any subsequent amendments approved by the DC Alcoholic Beverage Control Board ("Board"), if required by law or regulation.
  - ii. Interior Hours of Sales, Service, and Consumption of Alcoholic Beverages:
    - Interior hours of sales, service and consumption are those listed within Applicant's Alcoholic Beverage License Application and any subsequent amendments approved by Settlement Agreement between Capitol Square Bar and Grill Limited Liability Company and ANC6A

the Board, if required by law or regulation, subject to the following exceptions and considerations:

Applicant shall stop seating new patrons for interior on-premises dining and/or consumption of alcoholic beverages at 12:00 am daily. However, Applicant may continue to sell and serve food and alcoholic beverages to patrons for interior on-premises dining and/or consumption who arrived at or before 12:00 am until the end of operations daily. Nothing about the forgoing shall prohibit Applicant from selling and serving food and alcoholic beverages for carryout or delivery to patrons after 12:00 am until the end of daily operations as stated in (2)(a)(i) and (2)(a)(ii) or as permitted by DC law and regulations, whichever is earlier.

Provided that: (a) on days designated by the Board as “Holiday Extension of Hours,” Applicant may avail itself of extended hours and the ANC will not object to Applicant applying for the extended hours so provided; (b) in the event the Council of the District of Columbia or Board grants licensees in general extended operating hours for particular events (such as for a Presidential inauguration); and (c) on January 1 of each calendar year, Applicant may operate until 4:00 am. On days outlined in (a) and (b) of the preceding sentence, Applicant may continue to accept new patrons for interior on-premises dining and consumption of alcoholic beverages until 1:00 am. On January 1 of each calendar year, Applicant may continue to accept new patrons for interior on-premises dining and consumption of alcoholic beverages until 2:00 am.

iii. Sidewalk Cafe Hours of Operations and Hours of Sales, Service, and Consumption of Alcoholic Beverages:

- Sunday through Thursday, 8:00 am to 10:00 pm; and
- Friday & Saturday, 8:00 am to 11:00 pm.

iv. Sidewalk Cafe Seating and Guest Capacity

- The sidewalk cafe shall contain no more than 46 chairs for guest seating, or an amount of chairs approved by the DC Department of Transportation (DDOT) through its Public Space Regulation Division (PSRD) and Public Space Committee (PSC), whichever is less.
- The sidewalk cafe shall accommodate a maximum capacity of no more than 46 guests total, (the total determined by adding guests seated and standing in the sidewalk cafe)

At the end of the sidewalk cafe hours of operations each night:

- The sidewalk cafe premises must be cleared of guests; and
  - All chairs located within the sidewalk cafe must be secured in manner and in a location that prevents their use by any persons.
- b. Applicant will not, knowingly, directly or indirectly, sell or deliver alcohol to any intoxicated person or to any person who appears to be intoxicated.
- c. Applicant agrees to take all necessary and reasonable steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- d. Except as otherwise permitted by DC law and regulations, Applicant agrees to ensure that no patron shall bring an open container of an alcoholic beverage into the establishment from outside sources and that no patron shall be permitted to exit the establishment or sidewalk café with an open container of an alcoholic beverage,
- e. Applicant will not provide or sell alcoholic beverages “to go” except as authorized by DC law or regulations.
- f. Applicant agrees not to promote or participate in bar or pub “crawls” or any other event of this nature unless the event has been reviewed and approved by the Board.
- g. The licensed establishment will be managed in person by Applicant or a Board-licensed manager.

- h. Applicant and all employees that are designated to serve alcoholic beverages shall attend and complete an alcoholic beverage server training course/seminar within 60 days of the start of operations, and, after that period, new hires designated to serve alcoholic beverages shall complete training within 30 days of their commencement of employment.
- i. Applicant shall post a notice kept in good repair and visible from point of entry a sign that states:
  - i. Proper ID is required to be served and that the establishment will check IDs at all times prior to serving alcoholic beverages to patrons;
  - ii. It is illegal to sell alcohol to anyone under age 21;
  - iii. Patrons are requested not to litter, loiter, or make excessive noise in the neighborhood as they arrive or depart;
  - iv. Warning: Drinking alcoholic beverages during pregnancy can cause birth defects; and
  - v. The establishment requests that customers do not contribute to panhandlers.
- j. Applicant shall take reasonable and necessary efforts to prohibit and prevent criminal activity on or in front of the establishment premises, to include:
  - i. Calling appropriate emergency services if illegal activity is observed;
  - ii. Keeping a written record of dates and times (a “call log”) when emergency services are called for assistance; and
  - iii. Applicant will maintain a detailed incident log of when emergency services are called to the establishment for assistance. Each log entry will contain the date, time, and location of each incident with a concise summary. To the extent they are known, guests and staff involved in or who were witnesses to the incident will be identified and listed.
  - iv. Applicant will provide and maintain in operating condition at all hours video surveillance cameras and recording equipment covering at minimum the exterior of the establishment to include building entrances and exits and public space controlled by the applicant under any occupancy permit. Applicant agrees to share recorded surveillance files proactively or promptly and at no cost in response to upon requests from the Metropolitan Police Department (MPD) or other recognized law enforcement or governmental public safety organizations.
  - v. Video surveillance cameras and recording equipment shall be inspected by applicant or establishment weekly and any inoperable equipment shall be repaired or replaced by Applicant or establishment within 15 days of inspection, or, in the case of repairs or replacements that require more than 15 days, Applicant or Establishment shall make reasonable efforts towards compliance and pursue those efforts until the repairs or replacements are completed.
- k. Upon request of the Board, Applicant’s and incident log shall be provided to the Board during meetings or hearings involving future renewals or contested proceedings involving Applicant’s license.
- l. It is a concern of the ANC that Applicant’s Establishment does not create or exacerbate residential parking issues within the ANC. To address the concern, Applicant shall:
  - i. Notify establishment employees that there is limited parking in the vicinity and provide off-street parking options for those employees as may be required.
  - ii. Notify guests (through website or other means) that there is limited parking in the vicinity, provide information about public transportation and direct patrons arriving by personal vehicle to park at a nearby off-street parking lot.
  - iii. Provide the ANC with current and updated information about the location, hours and days and amount of off-street parking being made available to Establishment guests.
  - iv. If offering valet parking service, provide valet parking services only with valet parking companies as defined, licensed, and in compliance with D.C. Municipal Regulations Title 24 Chapter 16 (and any subsequent updates). Applicant will not engage with valet parking services that result in vehicles parked along public streets or alleys that are zoned/signed for residential parking, unless the vehicle being parked bears a valid District Zone permit for such parking.

### **3. Music / Dancing / Entertainment.**

- a. No sound, noise, music, or voices emanating from the licensed establishment shall be of such intensity that it may be heard in any premises other than the licensed establishment. This restriction does not apply to: (1) sound, noise, music, or voices heard in any premises which are located **within** a C-1, C-2, C- 3, C-4, C-M, or M zone, as defined in the zoning regulations for the District, and (2) sound, noise, music, or voices occasioned by the normal opening of entrance and exit doors for the purpose of ingress and egress.
- b. In order to mitigate noise on the sidewalk cafe and abutting public space the following steps will be taken:
  - i. Applicant shall not offer any type of Entertainment or pre-recorded music on the sidewalk cafe.
  - ii. Applicant shall not place, install and or operate loudspeakers (including but not limited to any television, jukebox or radio loudspeaker) on the sidewalk cafe nor use loudspeakers to project sound or voices onto the sidewalk cafe.
  - iii. A moveable fence or other barrier will enclose the entire perimeter of the sidewalk café.
  - iv. No fewer than two signs will be clearly posted by the establishment to remind guests to keep their voices at normal speaking volume.
  - v. Staff will monitor the outdoor cafe area to make sure guests do not raise their voices above normal speaking tones, and
  - vi. Moveable potted plants, trees, fountains, or other types of noise mitigation techniques may be incorporated into the décor of the sidewalk cafe as public space regulations may allow.
- c. Applicant may offer interior facilities for dancing for patrons only with an Entertainment Endorsement and may have recorded and background music in the interior facilities without an Entertainment Endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "Entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecorded music in the interior of the establishment.
- d. Applicant may have an Entertainment Endorsement for the interior of the establishment's premises. Any Entertainment provided by a live musician(s) shall be unamplified (acoustic). Entertainment shall end no later than 12:00 am daily.
  - i. In the event Entertainment as defined in 3(c) is being offered within the interior of the establishment, Applicant agrees to keep all exterior doors, windows, and any other operable features of the building envelope closed to limit and deaden noise from such Entertainment penetrating to the exterior of the establishment except for the normal opening and closing of entrance and exit doors for the purposes of ingress and egress.
- e. The Establishment's kitchen shall remain open and operational until at least one hour prior to closing.

**4. Cooperation with ANC 6A.** Applicant is encouraged to work with ANC 6A, the Single Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, the Chair (or co-chairs) of the ABL Committee, and other Commissioners whose SMDs are adjacent to the location of the establishment to address concerns arising from violations of this Agreement.

**5. Modifications.** This Agreement may be modified and such modification implemented by Applicant only by mutual agreement of the parties in writing and the subsequent approval of the modification by the ABC Board pursuant to DC Official Code§ 25-446 or as required by District law.

### **6. Miscellaneous.**

- a. Applicant shall retain a copy of this Settlement Agreement in the establishment and have it available for review upon request.
- b. Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 6A does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.

- c. Applicant is encouraged to participate in a Business Improvement District if one exists.
- d. If any provision of this Agreement, or any portion thereof, is held to be invalid or unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect.

**7. Enforcement.**

- a. If any party hereto believes in good faith that Applicant is in violation of this Agreement, written notice specifying the alleged violation (“Notice to Cure”) shall be delivered to Applicant. Applicant shall have ten (10) days after receipt of such written notice to come into compliance with this Agreement or respond to said alleged notice of default. In cases where the defaulting Party reasonably requires more than ten (10) days to come into compliance, the defaulting Party shall, within ten (10) days, make reasonable efforts toward compliance and pursue those efforts until the default is corrected.
- b. Applicant and the ANC 6A Commission agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement and fail to come into compliance or make substantial efforts toward compliance as provided by Section 7(a) of this Agreement, it is understood by all parties that the ANC 6A and/or its committees, or others may immediately petition the Alcohol Beverage Regulatory Administration (“ABRA”) to investigate violations of this Agreement and take appropriate actions per 23 D.C.M.R.
- c. This Settlement Agreement is binding on Applicant and its successors and will continue in force for any and all subsequent transferees of this license at this location.
- d. Upon execution of this Agreement by the Parties and its approval by the ABC Board, and in reliance thereupon, the ANC 6A shall refrain from filing a protest against Applicant's License application.

**In Witness Whereof**

The parties have affixed hereto their hands and seals.

**Applicant: Capitol Square Bar and Grill Limited Liability Company**

By: Emmanuel Irono, Sole Member

Date: 8/10/2021

Signature: 

**Advisory Neighborhood Commission 6A Representative:**

By: Brian Alcorn, ANC Commissioner, 6A08

Date: 8/11/21

Signature: 