



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

May 5, 2021

Amir Irani (1C01)

Celeste Carano (1C02)

Peter Wood (1C03)

Meghan Faulkner (1C04)

Zack Gold (1C05)

Benjamin Butz (1C06)

Japer Bowles (1C07)

Fiona Clem (1C08)

Donovan Anderson, Chair
ABC Board
2000 14th Street, NW, Suite 400
Washington, DC 20009
Sent by attachment to email to abra.legal@dc.gov

RE: Treehouse 2473 LLC DBA Air Restaurant; ABRA-117404

Dear Chair Anderson:

At a duly-noticed public meeting held on 5/5/2021, with a quorum present, Advisory Neighborhood Commission 1C passed the attached settlement agreement with Air Restaurant, ABRA-117404, by a vote of 8-0-0.

Warm regards,

Amir Irani
Chairperson, ANC 1C

cc: Henock Andargie; henockdc@gmail.com
Lyle Blanchard; lmb@gdllaw.com

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

AGREEMENT, made this 28th day of April, 2021, by and among Treehouse 2473 LLC t/a Air Restaurant (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 class CR retail restaurant license (No. ABRA-117404) to be located at 2473 18th Street, NW, Washington, DC on the 2nd and 3rd floors with a summer garden on the 2nd floor rear roof deck, and an Entertainment Endorsement.

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 including a to-go menu and a brunch menu. The full-service kitchen shall be staffed and maintained, open and operational, with food menu items available until at least one hour before closing. 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. Applicant will alert customers of "last call " 30 minutes before the end of service .

2. The hours of operation shall not exceed:

Inside:

Monday through Wednesday: 8:00 am - 1:00 am

Sunday and Thursday: 8:00 am - 2:00 am

Friday and Saturday: 8:00 am - 3:00 am

Summer Garden:

Licensee operates a rear deck off the second floor level which is a private space Summer Garden. Hours of operation are:

Sunday through Thursday: 8:00 am - 12:00 am

Friday and Saturday: 8:00 am - 1:00 am

3. Occupancy

The total occupancy load inside the establishment shall be 300. The indoor seating capacity is 250. The outdoor summer garden seating capacity shall be 25.

4. Entertainment

a.) Entertainment at the establishment consists of a "Jazz Brunch", to be offered on Saturdays and Sundays from opening until 5 pm. Otherwise, entertainment shall take place only inside the establishment on Sunday through Thursday between the hours of 5:00 pm and 1:45 am and on Fridays and Saturdays between the hours of 5:00 pm and 2:45 am. Applicant may provide music during these times either by live musicians or DJs.

Applicant may also provide the entertainment listed above during the times listed above, on any of the days listed in the ABRA Holiday Extension of hours program.

b.) Applicant may also provide live entertainment in the form of either live musical groups or DJs for either "Special Events"* or as an accompaniment to dining, up to 6 times per month in the hours after 6 pm. Applicant may charge a cover charge for entertainment up to 4 times per month. Applicant agrees to maintain a logbook listing the days, times, events, and the person or organization booking the Special Event for which live entertainment (either a live musical group or a DJ) and/or a cover was charged and agrees to provide the logbook to any MPD officer or ABRA investigator who requests to see it.

* Special Events are defined for the purposes of this Settlement Agreement as birthday parties, wedding receptions or anniversaries, office parties, retirement parties, or other similar events and political fundraisers.

c.) Applicant agrees to maintain internal control of all entertainment at the restaurant, handling all bookings of live entertainment, DJs and Special Events and shall not allow tickets to be sold online through 3rd party sales agents, promoters or other groups not directly associated with or under direct control of the restaurant.

5. 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 or Summer Garden, 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 Summer Garden. The door leading to

the Summer Garden shall be kept closed.

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

6. Trash/Garbage/Rodents

(a) Applicant shall maintain regular trash/garbage removal service with pickup every day of the week that the establishment is operating, regularly remove trash from the trash and dumpster area, 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. Applicant 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. Applicant shall make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population. Applicant shall paint the name of the establishment on their dumpsters, trash containers and recycling containers, as the building where it is located also houses two other food businesses. No trash, garbage, waste or recycling shall ever be placed in another businesses' containers.

(b) Applicant agrees not to dispose of bottles and recyclables in a manner that would have an adverse effect on peace, order and quiet in the neighborhood and shall not dispose of bottles and recyclables in dumpsters between the hours of 11:00 pm and 8:00 am.

(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 dumpsters.

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.

(c) Applicant shall make every effort to prevent the formation of a line either on the stairway into the establishment, or on the sidewalk in front of the establishment due to fire safety and noise concerns and the obstruction of the pedestrian passageway.

(d) Applicant will reasonably cooperate with other businesses operating at the premises to avoid any conflicts that occur, such as the formation of lines outside establishments, loading or unloading, trash and recycling, and entertainment.

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.

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.

FOR Treehouse 2473 LLC



By: _____
Henock Andargie Date
Managing Member 5-3-2021

FOR Advisory Neighborhood Commission
1C



By: Amir Irani 05 / 05 / 2021
Signature: _____ Date

FOR Kalorama Citizens Association



By: Denis James 5/3/2021
Signature: _____ Date

TITLE	Air Restaurant Settlement Agreement
FILE NAME	Air SA for mediation_4-27-21.pdf
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SENT

05 / 03 / 2021

18:14:33 UTC

Sent for signature to Denis James (denisjames@verizon.net) and Amir Irani (1c01@anc.dc.gov) from 1c01@anc.dc.gov
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VIEWED

05 / 04 / 2021

02:07:33 UTC

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05 / 04 / 2021

02:08:34 UTC

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05 / 06 / 2021

02:21:29 UTC

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SIGNED

05 / 06 / 2021

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COMPLETED

05 / 06 / 2021

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The document has been completed.